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DIVISION OF HOUSING POLICY DEVELOPMENT
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ERF 2R City of Long Beach — Pacific Ave and 1st St

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SUBMISSION PORTAL OVERVIEW

Is the Application a "Test" Submission?
No, this is my official Submission.

Part 1: ADMINISTRATIVE INFORMATION

Application Window

This application is being submitted in the following application window:
Window #3, 5/1/2023 - 6/30/2023

Eligible Applicant

Select the eligible applicant's jurisdiction type.
City

What is the name of the city or county?
City of Long Beach

Implementing Organization

Implementing Organization
City of Long Beach

Specific Unit or Office Within the Implementing Organization
Homeless Services Bureau, City of Long Beach Department of Health and Human Services

Implementing Organization's Address
1301 W. 12th St.

City	Zip Code	County
Long Beach	90813	Los Angeles

Implementing Organization's Tax ID Number
95-6000733

Project Director

Name
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Title
Homeless Services Bureau Manager

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Name
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Title
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Contact Person for Application

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Authorized Representative

Name
Tom Modica

Title
City Manager

⚠This Application uses character limits ⚠

Reaching these limits is not required. Competitive responses may fall well short of these limits.

Part 2: PROPOSAL OVERVIEW

People Served

Number of people currently residing in prioritized encampment site
100

Of people currently residing in prioritized encampment site, how many will be served by this proposal?
80

Given the potential for inflow of people into the prioritized encampment site, how many people are projected to be served across the entire grant period?
140

Of people projected to be served across the entire grant period, number of people projected to transition into interim shelters
90

Of people projected to be served across the entire grant period, number of people projected to transition into permanent housing
110

Is the prioritized encampment site part of a larger encampment area?
No

Encampment Information

1. Briefly describe the characteristics of the people residing within the prioritized encampment site. The description must include demographics and may include household compositions, disabilities, and projected service and housing needs. (1500 character limit)
The encampment area is diverse group & resembles the Long Beach homeless count. Utilizing HMIS data w/in the encampment area 38% identify as Black, 23% Latinx, 21% White, 10% & 6.5% mixed race. The encampment has 57% identify as male, 41% female & 2% non-binary. A quarter of the people are over the age of 55.

Outreach staff have found that due to the proximity of light rail public transportation (Los Angeles Metro A Line) that there is a higher rate of movement than other areas of the City. The City finds that nearly half of people experiencing homelessness w/in the area are chronically homeless, w/ high rates of mental health & substance use related disabilities, as reported by homeless persons engaging w/ outreach. The encampment fall w/in the zip code w/ the highest rate of deaths related to overdoses. A significant number of those experiencing chronic homelessness have been homeless for more than 5 years.

The majority of people will benefit from access to immediate, safe, & stable interim housing, where basic & emergent needs can be addressed, w/ triage & referral to stabilizing resources & supports. Some households have expressed openness to congregate shelter, though most will be better served in a non-congregate setting. A high percentage of people are in need of a supportive housing intervention to end their homelessness however there are a group of people that would be well served w/ rapid rehousing.

2. Briefly describe physical characteristics of the prioritized encampment site in which the people you are proposing to serve are residing. The description must include the specific location, physical size of the area, the types of structures people are residing in at the site, whether vehicles are present, and any other relevant or notable physical characteristics of the site. (1000 character limit)
The primary encampment site is located at a vital community hub near the Billie Jean King Public Library, Lincoln Park, and LB Promenade. The area is heavily utilized by the community as it includes a popular entertainment district, a public library, 3 public parks, a Metro railway station, various businesses, and public rights-of-way. The encampment has been in the location and surrounding area vacillating in size since 2016. The location is centered in the densest area of the City with mixed residential and commercial activity (offices and retail). The encampment tends to be an even mixture of people living in tents or in sleeping bags. The area also finds a significant number of people that are sleeping within the Metro trains who de-board during the early morning for daily cleaning. The encampment is configured in an L shape and spans over five city blocks.

3. Why is this particular encampment site being prioritized? (1000 character limit)
Data for the encampment location indicates that many of the individuals are vulnerable due to the prevalence of chronic and acute physical and behavioral health service needs. Historically, the location has provided individuals experiencing homelessness with areas to shelter from the elements, phone charging access, access to restrooms, and connection with computers and internet. The area is where we have seen the highest number of deaths related to overdoses. This has become a mobile services hub area due to the number of people and need within the encampment area. The encampment contains several different community focused services such as the main library, multiple parks, and the Metro station. Additionally, the encampment area is the end of the line for the longest transit line in LA County. These factors have led this to be the largest and most visible encampment area within Long Beach over the past 20 years.

Attachment: Map
ERF 2 Map.pdf

4. Is the prioritized site on a state right-of-way?
No

Proposal's Outcomes

5. What are the outcomes this proposal seeks to accomplish by the grant close (6/30/2026)? If funded, what are the primary activities you are planning to implement to achieve the proposal's outcomes? (1000 character limit)
The HSB proposes to provide interim and emergency housing with the goal of 80% of those who receive

interim housing exiting to a permanent housing destination. The HSB plans to master-lease 60 non-congregate shelter (NCS) units to supplement the established interim/emergency housing options for one year. The 65 NCS spaces will be prioritized for the most acutely vulnerable encampment residents who are either currently matched or are close to being matched with PSH. The HSB seeks to transition 125 encampment residents to permanent housing by the ERF grant's close via connections to Rapid Rehousing and PSH through the Long Beach CES. Primary activities include coordinated outreach provided by the City's Interdepartmental team, as well as community partners; dedicated case management services; behavioral and physical health services; NCS access; and access to permanent housing resources through the Coordinated Entry System (CES).

6. How will the applicant measure progress towards the proposal's outcomes? (1000 character limit)
Progress will be monitored and measured in HMIS through observing the following indicators: length of time in program; exit destinations; NCS & RRH utilization; and attained service referrals. Staff will maintain 90% utilization of the NCS throughout the master lease term. ERF staff will assist in acquiring vital documents and submit participants into CES within 14 days for anyone enrolled in the ERF program. Exits to permanent housing will be tracked with a target of 80%. Program management will create quarterly performance targets to reach the final goals for the overall program. Staff will review monthly HMIS reports and invoicing to track both service and fiscal progress towards goals and will utilize management conversations to make any program adjustments. Staff will utilize case conferencing as a tool to discuss individual program participants to ensure that we are focused on the success of each participant within the program.

7. Are there any local ordinances, resources, or other factors that may hinder achieving the proposal's outcomes? If so, how will the applicant navigate these challenges? (1000 character limit)
There are no local ordinances that will hinder the proposal's outcomes. One factor that may hinder the outcomes is the flow of permanent housing resources and landlord acceptance. The City is currently working on landlord engagement and incentivizing the acceptance of Housing Choice Vouchers. The incentives for accepting the housing programs will be paid through funds that have already been identified through the Housing Authority of the City of Long Beach and will not be paid through this grant. The city does have multiple project-based buildings that will open during the timeline of the proposed project to provide additional opportunities. Providing access to Rapid Rehousing resources for 30 households will be another way to mitigate the permanent housing challenge. The HSB has established partnerships with Rapid Rehousing providers that have a successful history implementing the program.

8. Is this proposal a standalone project or part of a larger initiative?
Larger initiative

8. a) How would this larger initiative be categorized?
Part of a larger project for this specific encampment site
Part of a larger project for encampments in general
Part of a larger initiative

Please describe. (1000 character limit)
The City has proclaimed an emergency around homelessness in effort to bring a streamlined quick response in efforts to address the impacts of unsheltered homelessness. One of the first areas of focus in the proclamation was in the proposed encampment area to bringing additional resources & supports to people living w/in the encampment zone, including the initial piloting of our mobile access center & efforts to coordinate w/ the LA Metro around the end of line. The ERF-2 program will expand on existing outreach, interim housing & permanent housing efforts and practices currently taken by the City. The City has a track record & experience leading as both an administrator & service provider in quickly implementing & having high performing programs. The program will be a focused efforts to address one of the longest standing

encampment areas w/in the city & will fit will w/in the overall approaches allowing for leveraged resources as well as existing developed policies & practices.

Part 3: IMPLEMENTATION

Core Service Delivery and Housing Strategies

9. Describe the proposed outreach and engagement strategy, case management, and / or service coordination for people while they are continuing to reside within the encampment site. Quantify units of service to be delivered including the ratio of staff to people served, frequency of engagement, and length of service periods. (2000 character limit)

The HSB will leverage existing staff & community partnerships to comprise the Interdepartmental Team (ITP) that conducts outreach & engagement to the encampment 4 times a week. The Restorative Engagement to Achieve Collective Health (REACH) team is a multi-disciplinary team designed to support individuals for physical & mental health concerns. The team consists of: a mental health clinician, public health nurse, & outreach staff. The Mobile Access Center (MAC), Library outreach staff, Quality of Life officers (QOL) from the LB Police Department, & 2 Designated LB Fire Department Personnel (HEART) also make up the ITP. HEART unit will provide first aid, emergent health interventions, & fire safety information. QOL units have experience connecting individuals to the HSB, shelter, treatment, family reunification. The HSB will provide core outreach & engagement efforts by coordinating with the HEART & QOL team to assess need for safety & health related interventions while simultaneously motivating participants to access housing resources. HSB outreach staff will support participants with acquiring vital documents, shelter, resource referrals, & permanent housing. The MAC is staffed by 2 case managers, 2 outreach workers & a public health nurse who provide field-based care management allowing for continuity of services to transient participants & will be located in the encampment once a week. The encampment residents will have access to the County Mobile Health Clinic twice a month, staffed by an MD & psychiatrist. For those utilizing the library we have a case manager within the library with the plans to add a library mental health clinician that will provide additional mental health supports for those experiencing homelessness. The outreach capacity within the encampment area averages 4 to 5 outreach/case management staff each day providing a ratio of 1 to 20 for services. With other specialized services, supports can be significantly higher on certain days.

10. Describe the role of Coordinated Entry in the context of this proposal and how Coordinated Entry policies or processes will support and / or hinder the implementation of this proposal. (1000 character limit)

The CES will provide streamlined and prioritized access to PSH and interim housing including NCS. The CES will match individuals to all appropriate housing resources available throughout the Long Beach CoC. The CES will prioritize individuals from the encampment based on need to ensure that those who are most vulnerable are being entered and prioritized within the CES process for PSH. The CES process will also support in identifying people who will be linked with a RRH program. Ongoing care coordination structures within the CES process will allow for continual engagement and planning for each person in the encampment. Within the CES process people are being prioritized and matched from throughout the CoC, which may mean that there are moments where there are fewer matches for PSH for people within the encampment area, however through other resources we can provide interim solutions while providing time for resources and matches to happen.

11. Please describe the interim shelter and permanent housing opportunities proposed to support this proposal and provide evidence of the applicant's demonstrated ability and commitment to deliver permanent housing for people residing in the prioritized encampment. (2000 character limit)

Half the encampment residents will be provided a non-congregate shelter (NCS) opportunity that will have two case managers on site as well as a program supervisor who is identified to be a mental health clinician. The HSB will utilize ERF funds to obtain 60 motel rooms, with the goal of having a master lease for as many rooms as possible. Access to the NCS opportunity will abide by housing first, harm reduction and trauma informed principles. The NCS approach has been utilized successfully in the previous ERF round 1 grant as well as during the COVID-19 pandemic response. The NCS approach has a significantly

higher rate of acceptance from participants, especially those experiencing chronic homelessness. Through ERF round 1 we have seen our exits to permanent housing from NCS be at over 80% and then with PHK over 2 years we have seen at 50% which shows a high level of stability and success for the NCS approach versus congregate shelter. Beyond the NCS proposed within the project Long Beach will have 110 additional units of NCS through PHK in late 2023.

Participants in the program will be linked with PSH and RRH housing opportunities. Currently the Long Beach CoC has around 2,400 PSH units through various projects. Within those projects there are an estimated 100 units per year that will have turnover. Additionally, Long Beach has around 400 units of PSH coming online within the next year through vouchers and project-based developments. Long Beach also has RRH resources currently through several funding resources in addition to the RRH resources being proposed. Long Beach has demonstrated great success in utilizing permanent housing resources as Long Beach received one of the highest per capita allocations of EHVs and is one of the communities in CA that has been able to successfully utilize all vouchers. Long Beach also has demonstrated success with keeping returns to homelessness at below 5% annually.

12. Describe how this proposal is tailored to meet the needs and preferences of people residing within the prioritized encampment. (1500 character limit)
The HSB has held conversations w/ individuals who have expressed interest in participating as the Lived Experience Advisory Board (LEAB) for the Long Beach CoC & Coordinated Entry System, as well as holding focus groups w/ people currently experiencing unsheltered homelessness. The LEAB will review all CoC policy proposals, program standards, as well as CoC project ranking. The LEAB will inform decision-making & program design to ensure that the HSB is creating programs w/ feedback from the community in which it aims to serve. In addition, the HSB has received feedback in the form of focus groups, participant surveys, ERF round 1 participant feedback, & feedback from daily engagement w/ MSC program participants. The information received overwhelmingly stated that participants are more willing to accept, & will feel more comfortable in, non-congregate shelter settings while they work on permanent housing. The reasons vary from person to person, but some common themes indicate that past institutional traumas, health needs, & mental health needs are reasons why some participants have difficulty staying in congregate shelter. Further, feedback received frequently identifies safety & security concerns w/ congregate shelter programs. Many respondents report that additional safety elements will support them in feeling that the shelter provided is intended to be supportive of their efforts to stabilize, recover & obtain permanent housing, instead of shelter as an enforcement measure.

Table 1: Projected Living Situations Immediately Following the Encampment

Briefly Describe Each Projected Living Situation Immediately Following the Encampment	Is This Permanent Housing?	Quantify The Capacity (e.g., number of beds/units, frequency of bed/unit availability)	Prioritized or Set-Aside for ERF-2-R?	Is this living situation funded by ERF-2-R and / or Leveraged Funds?	% of Served Persons Projected to Fall Within This Living Situation
Permanent Supportive Housing	Yes	25	Neither	Lev	18
Rapid Rehousing	Yes	20	Set-Aside and Not	Both	14

Non-Congregate Shelter	No	65	Prioritized and Not	Both	46
Congregate Shelter	No	30	Neither	Lev	21

Table 2: Projected Housing and Service Pathways to Permanent Housing

Describe Projected Housing and Service Pathway to Permanent Housing	Quantify the Capacity of the Housing and Service Pathway	Is this Housing and Service Pathway Funded by ERF-2-R and / or Leveraged Funds?
Unsheltered to Non-Congregate Shelter to Permanent Supportive Housing	65	Both
Unsheltered to Congregate Shelter to Permanent Supportive Housing	5	Both
Unsheltered to Congregate Shelter to Rapid Rehousing	20	Both
Unsheltered to Permanent Supportive Housing	15	Leveraged
Unsheltered to Rapid Rehousing	25	Both
Unsheltered to Permanent Housing through Diversion and Family Reunification	10	Leveraged

Table 3: Strategies to Mitigate Displacement

Strategy	Is this Strategy Funded by ERF-2-R and / or Leveraged Funds?
Homeless Outreach staff will provide continual support and engagement to program participants	Leveraged
Multi-Disciplinary Team (REACH) team will provide physical and mental health support to participants in the encampment area	Leveraged
Quality of Life (QOL) Officers will provide continual engagement and support around safety and other needs in the area to ensure people remain engaged and safe	ERF
Long Beach Fire HEART staff will provide engagement and minor emergency services within the encampment area	EF

Creation of a by name list from all outreach services to identify people within the encampment area along with ongoing case conferencing and care coordination to track participants	Both
Mobile Access Center will provide additional case management connections and supports to individuals within the encampment area	Leveraged
Coordination with Los Angeles County Metro to better support with flow through the encampment area through the transit system	Leveraged
Civic and community engagement with elected offices, business, and community members	Leveraged

Table 4: Strategies to Mitigate Returns to Unsheltered Homelessness

Strategy	Is this Strategy Funded by ERF-2-R and / or Leveraged Funds?
65 Non-Congregate shelter spaces will be utilized to ensure that individuals have a safe and stable place to stay while working towards permanent housing, includes linkages with PHK for non-congregate shelter	Both
Permanent Supportive Housing Resources with built in intensive case management for those experiencing chronic homelessness and having high needs	Leveraged
Service staff including mobile therapy and substance use staff that will be available to people as they transition out of their unsheltered situation	Both
Rapid Rehousing supports to help quickly move people with resources into shared and market rate housing opportunities where possibe	Both
Congregate shelter beds with services and supports on site to assist people in a congregate setting	Leveraged
Case conferencing and care coordination that continues for people as they are in interim shelter locations to ensure that they are staying engaged and any issues are quickly identified	Both

13. Describe how this proposal considers and plans for the dynamic nature of encampments including potential inflow of people into the geographically served areas. (1000 character limit)
City outreach staff have found that due to the proximity of light rail public transportation (Los Angeles Metro A Line) that there is greater rates of movement in and out of the encampment area than other parts of the City. The City is working cross-jurisdictionally with Metro to mitigate the inflow of individuals to the location. The City will also leverage existing staff to keep a continual outreach presence at the location and connect individuals to other resources. The proposal accounts that there will be some dynamic nature of people who may move out from the encampment area as well as that there will be significant flow into and through the encampment area. Case conferencing will be utilized to keep continuity and to account for additional people who may come through the encampment zone within the project implementation.

14. Describe how this proposal will support individuals with continued access to and / or the

storage of their personal property. (1000 character limit)
The inclusion of 65 non-congregate shelter spaces to the program ensures that individuals can maintain and store their belongings in their own personal space. Additionally, the HSB is currently in the construction phase of a navigation center that will provide an additional 80 storage spaces for personal belongings, which people will be able to access stored items Monday-Friday. Several of the congregate shelters within the Long Beach have additional storage on site to provide flexibility. The City has multiple vehicles that can be utilized to support people with being able to move their possessions when accessing services. This project should not have issues with concerns to personal property being a barrier to accessing services.

15. Describe how this proposal will support individuals with service animals and/or pets. (1000 character limit)
The HSB will ensure to work with an NCS location that is pet and service animal friendly. This will allow for individuals to maintain their pets/service animals while they are sheltered and working on permanent housing. Within the congregate shelters that are publicly funded each shelter in Long Beach allows for people with pets to have them within the shelter. The City's Animal Services Bureau provides extra support as needed along with pet creates and food as needed. As people are working towards permanent housing the City has staff that are able to support people with letters around emotional support animals to support people as they are submitting housing applications. Within the encampment zone, outreach staff have not encountered people with high numbers of pets that would create challenges around access to shelter or housing.

Budget and Resource Plan

16. State the total amount of ERF-2-R funds requested.
$5,330,545.08

17. State the estimated dollar value of secured, non-ERF-2-R resources that will help meet this proposal's outcomes.
$6,028,874.98

18. Identify and describe these non-ERF-2-R resources. (1000 character limit)
PSH – Ongoing affordable housing, both scattered site & project based, & case management funded through a number of different resources; RRH – Short to medium term case management & financial assistance; MAC – Case management & supports that are mobile through an RV; REACH – multi-disciplinary team bringing mental health & nursing supports; Mobile therapy & substance use counseling funded through Hilton to focus on supporting encampments; County Mobile Health Clinics – brings physician & psychiatric care directly to people living in encampments; Homeless Court - legal services & supports to resolve legal matters impeding people getting back into housing; transportation & outreach supported & funded through LA Metro as the metro end of line happens w/in the encampment area; congregate shelter – multiple different shelter settings w/ beds; PHK – Additional NCS for people who are experiencing chronic homelessness; housing & case management funded through a number of different resources.

19. Describe how the proposal is a prudent and effective use of requested funding relative to the number of people it seeks to serve and the types of services and housing to be provided in the

proposal. Include an explanation of how the requested ERF-2-R amount was determined. (1000 character limit)
The City of Long Beach brings dedicated resources and is committed to creating additional programs to support people in ending their homelessness. The requested resources are meant to further expand upon current efforts to ensure that the City can reduce unsheltered homelessness and resolve encampments with long term housing-focused solutions. The funding requested, as designed, intends to ensure that interim and permanent housing programming and expenditures, as well as supportive services, are sufficient to support people in being successfully sheltered and re-housed from the targeted encampment. We have a demonstrated record that this approach works, and though initial cost may be more significant it has both an immediate and long-term impact in resolving an encampment. The request reflects where there is need for additional resources to implement the approach and is based on current and recent similar approaches.

Attachment: Standardized Budget
ERF-2-R Budget Template_City of Long Beach 6.27.23.xlsx

Key Entities and Staff

20. First, describe the implementing organization and specific unit or office within the implementing organization that would administer ERF-2-R. Then, describe their role and primary responsibilities for this proposal. Finally, if these entities have managed a complex homelessness project or grant, describe how those experiences informed this proposal. (1500 character limit)
The Homeless Services Bureau (HSB) is the lead entity for administering and implementing the ERF. The HSB is within the Long Beach Department of Health and Human Services - one of 3 cities in California that has its own health department. The HSB is also the administrative entity for the Long Beach Continuum of Care (CoC). The HSB has been a unit within the Health Department for over 25 years and has extensive history in providing services, as well as receiving, administering, and managing funding allocated and granted to partnering nonprofit agencies. The HSB will be responsible for administering contracts with LB PD, Fire, and a nonprofit service provider to implement and deliver rapid rehousing services. The HSB will directly provide leveraged outreach as well as supportive services and operational supports for the interim housing portion of the proposal.

The HSB receives city, county, state, and federal funds through many different funding allocations with an annual budget for supportive services and rental assistance that is over $50 million. The HSB has extensive experience in administering as well as providing services within all program types within the proposal and is currently administering an ERF Round 1 grant and has been able to quickly start up and has met allocation and expenditure deadlines.

Table 5: Key Staff

Title	Currently Filled Position?	FTE of Staffing for This Proposal	Funded by ERF-2-R and / or Leveraged Funds?	Brief Description of Duties
Homeless Services Bureau	Yes	.05	Lev	Oversees administrative and direct service functions for the HSB

Manager				
Homeless Services Admin and Operations Officer	Yes	.05	Lev	Oversees Administrative operations with contracting, data, monitoring, and fiscal management
Homeless Services Program Officer	Yes	.1	Lev	Oversees all direct services and supports provide by the City
Homeless Resources Coordinator	Yes	.15	Lev	Provides interdepartmental coordination and support with CES
Homeless Data Analysis	Yes	.1	Both	Support with data and administrative supports for the project
ERF Coordiantor	No	1	ERF-2-R	Would oversee all direct services being provided by the HSB associated with the project
Administrative Coordinator	No	.5	ERF-2-R	Administrative staff that will be responsible for support the project and ensuring procurements, contracting and reporting are completed
Administrative Analyst III	Yes	.1	Lev	Will oversee fiscal billing and reimbursements for the program
Outreach Coordinator	Yes	.1	Lev	Will support the coordination and oversite of outreach that is being leveraged to support the initial outreach efforts
Counselor II - NCS	No	2	ERF-2-R	Will be responsible for providing on site case management within the NCS motel(s)
RRH Coordinator	No		ERF-2-R	Will be contracted with a nonprofit provider to provide oversite of the RRH services

21. First, describe key partners that will collectively pursue the proposal's outcomes. Then, describe their role and primary responsibilities for this proposal. Finally, if these entities have managed a complex homelessness project or grant, describe how those experiences informed this proposal. (1500 character limit)

The City is the lead service entity for access services within the City of Long Beach operating an access center as well as numerous outreach teams with various approaches and efforts to engage and get people connected with services. The HSB will take lead on all efforts around the outreach and getting people linked with the local CES system. The HSB will also be the lead in operating the NCS both with managing

relationships, providing services, coordination of security, and provision of meals. The HSB has a long history of providing outreach services as well as utilizing motels and NCS. Through the pandemic HSB operated multiple PRK and PHK sites as well as isolation and quarantine as well as what was done through the EFR-1 project. HSB is capable of scaling and quickly bringing on new projects which are operated directly. The HSB will contract with a provider for RRH services and has been contracting with agencies for RRH services for over 10 years. It has multiple agencies it contracts with that have over 5 years of experience providing RRH services and showing performance. Leveraged PSH services will be provided through well established property managers and services providers with significant experience.

22. Describe specific examples of how Local Jurisdiction(s) and the CoC have collaborated on the design and implementation of this proposal. (1000 character limit)
The City of Long Beach is unique as a city level CoC which is administered by the City. The City of Long Beach has proclaimed an emergency around homelessness and the need for increased resources and response. All departments are present and involved within the City emergency response efforts and ensuring that we are connecting. Additionally, the HSB convenes and interjurisdictional collaborative to ensure that we are coordinating with County and State entities that have jurisdictions in Long Beach that are being impacted by homelessness. Long Beach has also been engaging the County departments that receive state and federal funds to serve LA County residents to ensure that those services and resources are being aligned and leveraged within our overall homeless responses. The LA Metro has recently approved a motion to work with Long Beach and the County around people experiencing homelessness on the Metro and what can be done to increase supports.

Optional Upload: Evidence of Cross-Jurisdictional Collaboration
Blue Line Service Hub Motion - Feb 2023.pdf

Executed_AO-21-607 - IJC.pdf

Long Beach 2022 CoC LOI v2 20221018.pdf

23. Identify any entities that have a right to and/or control of the property upon which the encampment site resides and discuss whether each of these entities committed allowing the implementation of this proposal. If they have not committed, please explain how you have or plan to engage with this entity to implement your proposal. (1000 character limit)
Long Beach City Library, Parks Recreation and Marine and LA County Metro all own property in which people are living and sleeping within the proposed encampment. All parties have been engaged and are committed to participating and bringing supports and resources within the overall efforts.

Centering People

24. How were persons with lived experience meaningfully incorporated into the planning and proposed implementation of this proposal? Please identify whether any perspectives were incorporated from persons that are currently unsheltered and / or formerly or currently residing within the prioritized encampment. (1000 character limit)
The HSB has held conversations w/ individuals that expressed interest participating as the Lived Experience Advisory Board (LEAB). The LEAB is made up of paid committee members tasked w/ informing decision-making & program design to ensure that the HSB is creating programs w/ feedback from the community in which it aims to serve. In addition to input from the LEAB, the HSB has received feedback in the form of focus groups, participant surveys, ERF1 participant feedback, & feedback from regular engagements w/ participants of the Bureau's core program components. The information received has overwhelmingly stated that participants are more willing to accept, & will feel more comfortable in, a non-congregate shelter setting while they work on permanent housing. The reasons vary from person to person, but some common themes indicate that past institutional traumas, health needs, & mental health needs are reasons why some participants do not feel as if they can stay in congregate shelter.

25. Briefly describe how the proposal exemplifies Housing First approaches as defined in Welfare and Institutions Code section 8255. (1000 character limit)
One of the core values for the HSB is to work as a Housing First agency. The HSB will work w/ participants no matter how they present. HSB's approach does not require a participant to meet certain criteria before they can receive services or resources. If an individual is experiencing homelessness the Homeless Services Bureau will work w/ them to identify & secure any & all services as appropriate, & eligible. In the process of housing individuals, it is not uncommon to have setbacks & missteps that do not align w/ the desired housing goals & outcomes. Such an occurrence (i.e., loss of income, relapse, violation of program rules, etc.) will not negatively impact the participants access to program resources, or ability to continue participation in the program. People are prioritized for resources based upon LOT they have experienced homelessness, presence & severity of disabilities, & overall vulnerability, ensuring those w/ the greatest needs are prioritized for resources.

26. Briefly describe how this proposal will center an individual's choice and provide trauma informed services and supports. (1000 character limit)
Trauma-informed care (TIC) is one of the central tenets of program design & service delivery w/in & across the Long Beach Continuum of Care. The HSB designs programs & trains staff to operate programs & deliver services in accordance w/ the principles of TIC. Trauma-informed principles are embedded into all aspects of the Homeless Services Bureau's work. All programs w/in the CoC and Coordinated Entry System are required to incorporate TIC into their service model, which requires that every part of the program's design and operation be approached w/ an understanding of trauma and the impact it has on those receiving services. The HSB, its subrecipients, and CES participating agencies must treat every program participant and household according to their unique traits, needs, strengths, risk factors, and engagement style, and will ensure staff and volunteers are trained to respond to clients in a way that accounts for each participant's history, needs, and characteristics.

27. Describe how this proposal will operationalize harm reduction and provide services that improve a person's health, dignity, and safety while they continue to reside within the prioritized encampment site. (1000 character limit)
The HSB partners with several nonprofits that provide harm reduction services and supplies. The nonprofit partners currently provide education, safe use materials, and treatment to individuals that are in the encampment site. This includes ensuring that all outreach and service staff have Narcan available and have been trained in administering Narcan. Staff are also informed of other harm reduction approaches for non-substance use related areas such as sex work and hoarding. Staff also receive training in motivational interviewing to improve effectiveness of harm reduction focused conversations. These services will be enhanced throughout the duration of the ERF-2 by coordinating harm reduction services with the Mobile Access Center.

28. For encamped locations that are objectively dangerous, describe how the proposal will seek to prevent harm for people experiencing unsheltered homelessness in these locations. (1000 character limit)
The encampment location is not deemed to be objectively dangerous, however there have been violent incidences both done by & towards people experiencing homelessness w/in the encampment area. Staff engaging w/ unsheltered persons in the identified encampments will proactively outreach w/ a lens towards harm reduction, to reduce behavioral harms w/in the encampment. Case plans & case conferencing are also designed to address a broad scope of individualized needs, including the needs for safety & security for all participants. Case conferencing will serve as a tool to ensure that those w/ safety & security risks are among those prioritized for immediate non-congregate housing placements, where there is increased privacy & security. Lastly, additional public safety supports from LB PD Quality of Life will provide safety focused responses in the encampment area in event of safety or security incidents that were not successfully prevented via proactive outreach & engagement efforts.

29. Identify what controls are or will be in place to ensure that all ERF-2-R funded parties will not

penalize homelessness. The term "penalize homelessness" means to impose, by a governmental unit, criminal or civil penalties on persons who are homeless in a manner that is related to those persons' engagement in necessary human activities, including sleeping, resting, and eating. (1000 character limit)
The City of Long Beach City Council has committed to a service focused approach versus ordinances that criminalize or penalize homelessness. Additionally, the City of Long Beach has multiple programs to reduce legal barriers for people experiencing homelessness such as homeless court and parking ticket forgiveness. The ERF-2 program will be a voluntary program that is client centered in approach. The goal of the program is permanent housing, health, and safety of the encampment residents. Constant communication with law enforcement is built into the Interdepartmental team and there will be no objectives or tasks that are meant to penalize the encampment residents. The QOL officer's objectives or goals are to engage, build relationships, and connect individuals to resources that will hopefully lead to permanent housing.

30. Describe how this proposal considers sanitation services for people residing in the prioritized encampment. This may include but is not limited to non-intrusive, curb-side waste removal and access to clean and available bathrooms. (1000 character limit)
The City of Long Beach Department of Parks and Recreation, and the Department of Public Works will continue to service the restrooms and the surrounding area of the encampment for sanitation and debris removal. The area of the encampment does contain several different public trashcans for disposal of trash for those within the encampment along with the public. The cost of these services will be leveraged by the City of Long Beach.

Accelerated Timeline

31. How is your community currently supporting and / or engaging with people residing within the prioritized encampment? (1000 character limit)
The City's Homeless Services Bureau currently outreaches to the encampment area 2-3 times per week & the MAC is deployed to the encampment area twice weekly. The City has outreach staff collocated at the library w/in the encampment area. People within the encampment area are being screened and entered into the CES. The City of Long Beach Department of Parks & Recreation & Department of Public Works will continue to service the restrooms & surrounding areas of the encampment for sanitation & debris removal. The cost of these services will be leveraged by the City of Long Beach.

The LA County Department of Health Services has a mobile medical clinic that is collocated w/in the park twice monthly w/ the goal of providing low barrier medical & psychiatric services to encampment residents. Long Beach is onboarding a mobile therapy & substance use counseling van that will deploy to the encampment area leading up to & during implementation.

32. If this proposal is selected, in advance of receiving funding, what steps will your community take to support the people living in the encampment and swift implementation of this proposal? (1000 character limit)
The HSB will leverage relationships w/ NCS locations to lease 60 motel rooms & fill them w/ individuals matched through CES. Immediately upon notification of intent to award, there will be an increased focus on communication & prioritization w/ people living in the encampment. The HSB will work on individual case conferencing plans to ensure everyone has received a CES assessment & identify any vital documents needed to secure long-term housing. The HSB has relationships and experience get NCS operable & fully occupied in weeks of receiving a contract & funding.

The HSB will utilize mechanisms through the City's emergency proclamation to expedite procurement & contracting so services are available quickly. This includes procurement & contracting of new, dedicated RRH resources for persons in the encampment area, made available through this solicitation. In the meantime, staff continue to work to connect as many participants as possible to other permanent housing

resources.

Table 6: Projected Milestones

Outreach to the people residing in the prioritized encampment site began / will begin in month ____.	This proposal will reach full operating capacity in month _____.	The first planned exit of a person or household from the prioritized encampment will occur in month_____.	The last planned exit of a person or household from the prioritized encampment will occur in month _____.
2	3	3	12

Attachment: Standardized Timeline
ERF-2-R Project Timeline Template_Long Beach_02.2023.xlsx

Applicants must use the ERF-2-R Timeline Template available on box.com

CERTIFICATION

Before certifying, applicants are strongly encouraged to review the NOFA.

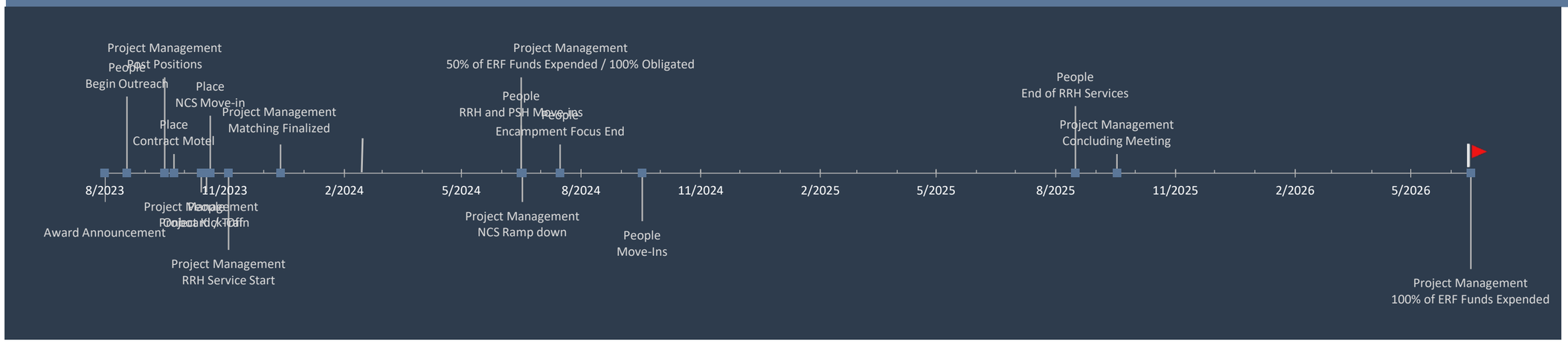
I certify that all information included in this Application is true and accurate to the best of my knowledge.

Name
Paul Duncan

Title
Homeless Services Bureau Manager

Email
paul.duncan@longbeach.gov

ERF-2-R Project Timeline JURISDICTION



Project Milestones

Date	Milestone	Category	Vertical Position	Additional Detail for Milestone
9/30/2023	Award Announcement		50	
10/7/2023	Begin Outreach	People	10	Focused outreach in the encampment area to inform and being process for ERF services
10/28/2023	Post Positions	Project Management	-10	Post all positions that will be working as a part of the ERF programs
11/4/2023	Contract Motel	Place	30	Identify a motel/hotel for master leasing and get a lease in place as quickly as possible.
11/18/2023	Project Kick-Off	Project Management	-40	Kick-off with entities from City and County to discuss project and roles and ensuring coordination
12/28/2023	Onboard / Train	People	15	Onboard and train new staff for the program
8/15/2023	NCS Move-in	Place	-15	People to start moving in to NCS
9/1/2023	RRH Service Start	Project Management	40	RRH Contracting finalized and referrals begin for RRH
6/30/2024	**50% of ERF Funds Expended / 100% Obligated**	**Project Management**	**50**	**Statutory Deadline for 50% of ERF funds to be spent and 100% Obligated**
11/1/2023	Matching Finalized	Project Management	-10	All people that were residing in the encampment have been matched to interim or perm. housing
6/30/2024	RRH and PSH Move-ins	People	25	All people receiving an RRH and PSH service have been able to find a place to lease
7/1/2024	NCS Ramp down	Project Management	-15	Ensure all people that have been staying within NCS have an identified next step and place
7/30/2024	Encampment Focus End	People	15	This will conclude focused staffing and response in the encampment area
10/1/2024	Move-Ins	People	-25	All people in encampment have gotten to a permanent housing move-in, sustaining service
8/30/2025	End of RRH Services	People	35	This will conclude RRH programming and services for the ERF
10/1/2025	Concluding Meeting	Project Management	10	Meet with key staff to wrap up program, get lessons learned and any next steps
6/30/2026	**100% of ERF Funds Expended**	**Project Management**	**-50**	**Statutory Deadline for 100% of ERF funds to be spent**

PROJECT TIMELINE TIPS

1. Fill in the light blue cells to customize this template with your project's specific milestones.

2. Insert entire rows to the Project Milestones table to add additional milestones.

3. Column B should be a date

3. Column C should be the milestone name- however your team refers to it.

4. Column D provides a dropdown menu with options to help categorize milestones into broad groups. To add an option, go to sheet 1 and add the option in one of the green calls at the bottom of the list.

5. Column E Indicates the *Vertical Position* of milestone markers in the Project Milestones table at the top of the sheet. Changing this number allows you to change the vertical position of the milestone relative to the horizontal axis. Use positive numbers to position them above the axis and negative numbers to position them below.

6. Column F is a space to provide additional context, detail, or description for a specific milestone.

		ELIGIBLE USE CATEGORY	<5 WORD DESCRIPTION	NAME OF ENTITY OR PART OF PROPOSAL				ERF-2-R PROPOSED BUDGET	LEVERAGED FISCAL SUPPORT	2 SENTENCE DESCRIPTION
Guidance and Intended Use	*This budget template may be slightly modified to meet local needs. If awarded funding, this budget, once approved, will serve as your community's official project budget. Any changes to this budget must be authorized through the change request process.* ***Principle** : Cal ICH should be able to navigate only your submitted budget and understand the general parameters of the proposal and how it may be funded.*	*Use dropdowns. See NOFA, III. A.*	*Enables Cal ICH to immediately understand the line item.*	*Enables Cal ICH to associate the line item with specific entities or parts of a proposal.*				*Only ERF-2-R Funds*	*Non ERF-2-R Funds That WILL be Used to Support this Proposal*	*Enables Cal ICH to better understand the line item, context, and / or other pertinent information related to the proposed line item.*
	PERSONNEL COSTS				**SALARY**	**FTE**	**MONTHS**			
		Services Coordination	Program Manager (Public Health Professional III)	City of Long Beach Health and Human Services	152,000.00	1.00	24	304,000.00		Supervises Program; amount includes benefits.
		Interim Sheltering	Case Manager (Counselor II)	City of Long Beach Health and Human Services	98,989.00	2.00	24	395,956.00		Provide case management services to program participants; amount includes benefits.
		Systems Support	Non-Career Ambulance Operators	City of Long Beach Fire Department	97,718.40	2.00	12	195,436.80		Provide basic first aid, general fire safety education and refer people needing medical care to the appropriate resource; amount includes benefits.
		Systems Support	Quality of Life Officer	City of Long Beach Police Department	144,563.20	1.00	12	144,563.20		Provide specific services to address the needs associated with persons living in encampments; amount includes benefits.
		Rapid Rehousing	Case Management and Services	City of Long Beach Health and Human Services	65,000.00	4.00	24	260,000.00	260,000.00	2 Case management staff and supports associated with the Rapid Rehousing program that LBDHHS will contract out to a nonprofit (TBD), 2 case management leveraged RRH services to come through existing contracts with
		Delivery of Permanent Housing	Intensive Case Management Services	Contracted with a nonprofit provider	96,000.00	3.00	24		576,000.00	Intensive Case Management Services have been identified for both the scattered site and project based PSH projects coming on line and will be contracted both through Long beach and the County of Los Angeles to support individuals linked with PSH. This will likely be scattered across multiple different projects based upon matching. CM ratio will be 1 to 25 and the costs reflect the current County and City rates for person to be served in ICMS contracts.
		Street Outreach	General Outreach (HE II)	City of Long Beach Health and Human Services	98,989.00	1.60	12		158,382.40	Two outreach workers spending 4 days per week within the encampment area zone providing screenings and linkages to resources
		Street Outreach	Multi-Disciplinary Team (REACH)	City of Long Beach Health and Human Services	132,000.00	1.50	12		198,000.00	One of LB's MDT teams (REACH) with a mental health and public health nurse and general outreach worker will provide increased engagement and supports in the encampment area 2.5 days per week.
		Street Outreach	Library Outreach (HE II)	City of Long Beach Health and Human Services	98,989.00	1.00	12		98,989.00	Outreach worker within the central library to provide supports for people experiencing homelessness that are within the library.
		Systems Support	Library Mental Health Clinician (PHP III)	City of Long Beach Health and Human Services	152,000.00	0.50	12		76,000.00	Library mental health clinician's main focus will be homeless services and will provide crisis intervention and counseling to people within the library.
		Street Outreach	Mobile Access Center (MAC)	City of Long Beach Health and Human Services	98,989.00	0.80	12		79,191.20	One of the cities Mobile Access Centers in the encampment area 1 day a week.
		Systems Support	Mobile Therapy Van	City of Long Beach Health and Human Services	132,000.00	1.00	24		264,000.00	The Mobile Therapy Van is a pilot through the Hilton Foundation and will provide in the field brief mental health counseling and Substance use counseling and can follow people in various settings that they may transition to.
		Systems Support	County Mobile Health Clinic	County of Los Angeles Department of Health Services			12		72,000.00	Twice a month co-location in the encampment zone with a physician and phsychiatrist to provide low barrier access to care. Additional nursing and support staff are with the vehicle as well.
		Services Coordination	Homeless Resource Coordinator (CPS V)	City of Long Beach Health and Human Services	158,000.00	0.15	24		47,400.00	Resource Coordinator will provide interdepartmental coordination as well as overall general support to the project supporting the Program Manager for the ERF project.
		Systems Support	Homeless Services Program Officer	City of Long Beach Health and Human Services	190,000.00	0.10	24		38,000.00	Provides oversite and coordination to all service staff within the Long Beach Homeless Services Bureau that will be working on the project.
	Subtotal - Personnel Costs							**$ 1,039,956.00**	**$ 1,867,962.60**	
	NON-PERSONNEL COSTS				**UNIT**	**RATE**	**TIME**			
		Interim Sheltering	Motel/Hotel (interim hsing)	To be Determined	60 Vouchers	125	365 Days	2,737,500.00		Hotel as form of NCS
		Interim Sheltering	Security (interim hsing)	GSSI	5840 Hours	28.04	365 Days	163,753.60		Security services for Hotel (1 guard; 16 hours/day services)
		Interim Sheltering	Meals (interim hsing)	To be Determined	21900 Meals	10	365 Days	219,000.00		Meal services for 60 program participants at Hotel
		Services Coordination	Tech equipment for program staff	Program staff	3 Staff	5500	2 years	16,500.00		Tech equipment for program staff including phones, laptops and printer.
		Rapid Rehousing	Rapid rehousing financial assistance to participants and operational costs	To be Determined, contracted nonprofit	30 Slots	15,000	2 years	900,000.00		Rapid Rehousing services for program participants costs rental assistance, operational costs, and program indirect that will be administered through at contracted nonprofit
		Rapid Rehousing	Rapid rehousing financial assistance to participants and operational costs	First to Service Inc. and Interval House, and TBD	20 Slots	15,000	2 years		600,000.00	Additional rapid rehousing supports for people that will be matched to existing rapid rehousing contracts as well as additional contracting that the City is currently in the process of procuring.
					75 Slots	16,000	2 years		2,400,000.00	Rental subsidy being provide to 75 households through vouchers and other means. Average rental subsidy is an estimate and may vary slightly with implimentation
		Delivery of Permanent Housing	PSH Rental Subsidies	LB Housing Authority and through other subsidty sources						
		Interim Sheltering	Other Shelter Opportunties	First to Serve, Illumination Foundation and City of Long Beach Health and Human Services	30 Slots	70	365 Days		766,500.00	20 additional beds matched through both congreagate and non-congregate shelter options through other grants including PHK and local funds.
	Subtotal - Non-Personnel Costs							**$ 4,036,753.60**	**$ 3,766,500.00**	
	ADMINISTRATIVE COSTS									
		Administrative Costs	Office supplies and administrative cost	City of Long Beach				253,835.48	394,412.38	
	Subtotal - Administrative Costs							**$ 253,835.48**	**$ 394,412.38**	
	TOTAL BUDGET							**$ 5,330,545.08**	**$ 6,028,874.98**	

Superseded by Current Budget

Los Angeles County
Metropolitan Transportation
Authority
One Gateway Plaza
3rd Floor Board Room
Los Angeles, CA

Metro

Board Report

File #: 2023-0130, **File Type:** Motion / Motion Response **Agenda Number:** 31.

REGULAR BOARD MEETING
FEBRUARY 23, 2023

Motion by:

DIRECTORS HAHN, BASS, SOLIS, AND DUTRA

Blue Line Service Hub in Long Beach

In October 2022 (File No. 2022-0734) the Metro Board approved the “End of Line Policy and Unhoused Riders Motion.” Among other things, the motion sought recommendations from staff for what could be done differently to address challenges associated with Metro’s end of the line policy and its impact on communities with a station at the end of a Metro rail line. The motion also noted a letter from the Long Beach City Council that requested an evaluation of this policy.

The January 2022 (File No. 2022-0744) initial response to this motion found that in the City of Long Beach, an average of 39 unhoused riders total exited the last two trains taken out of service every night, at a time when housing and services are unavailable for these individuals. During Board discussion on that report back, staff indicated that it may be possible to keep trains in service on their route to the Metro Blue Line Division 11 in Long Beach, just north of Wardlow Street Station, in order to enforce the End of Line Policy at another location, where services could be located for unhoused riders.

Board discussion on a possible service hub along the Metro Blue Line has focused on Willow Street Station, because Metro owns land that could be leased out to provide services at that location; however, the primary objective is a location that best serves the population, where Metro can be a partner in providing space, with minimal disruption to operations requirements, while relying on the appropriate agencies to operate the hub. Therefore, staff, in coordination with the Los Angeles Homeless Services Authority (LAHSA), County, and City of Long Beach, should make the determination for where best a service hub could be located to ensure that End of Line challenges noted above can be addressed.

The City of Long Beach, County of Los Angeles, and City of Los Angeles have all declared states of emergency around homelessness, and the need to provide services and housing on an expedited basis. These declarations allow for a more rapid response to a humanitarian crisis that demands creative thinking and coordination across several agencies and jurisdictions.

SUBJECT: BLUE LINE SERVICE HUB IN LONG BEACH MOTION

RECOMMENDATION

APPROVE Motion by Directors Hahn, Bass, Solis, and Dutra that the Board direct the Chief Executive Officer to engage the Los Angeles Homeless Services Authority (LAHSA), as well as the County of Los Angeles and City of Long Beach, in order to implement a new homeless service hub in Long Beach along the Metro Blue Line that can address issues associated with the End of Line policy. Further, we direct the CEO to provide an update on this effort in the April 2023 report back, including a public summary document that offers (a) a rationale for a selected service hub location, (b) a plan for operations, and (c) strategies for addressing anticipated challenges.

Health Services
LOS ANGELES COUNTY

Los Angeles County Board of Supervisors

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Sheila Kuehl
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

Christina R. Ghaly, M.D
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

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October 18, 2022

Paul Duncan
Homeless Services Bureau Manager
Health and Human Services Department
City of Long Beach
1301 W. 12th Street
Long Beach, CA 90813

Re: Services for new Long Beach CoC NOFO

Dear Mr. Duncan:

The County of Los Angeles Department of Health Services (DHS) works closely with County partners such as the City of Long Beach to provide support to projects that house vulnerable populations in need of safe and affordable housing, and appreciates the opportunity to partner in providing affordable housing linked to appropriate services for households who are experiencing homelessness.

Support Services Commitment
The City of Long Beach is applying for 140 units of rental assistance under the Tenant Based Rental Assistance (TBRA) component. Units supported with this assistance will be Permanent Supportive Housing (PSH) reserved for individuals experiencing homelessness, with referrals for these units identified from the Coordinated Entry System. The County of Los Angeles intends to provide supportive services for up to 140 homeless and chronically homeless households participating in the CoC project. The total sum that will be used for the CoC match is Seven Hundred Fifty Six Thousand Dollars ($756,000) over a three year period.

If awarded, the County shall enter into contract with County approved providers, at a funding amount that will be negotiated upon the project award. County staff will screen Medi-Cal eligibility for each household served and utilize Medi-Cal coverage to help fund the supportive services rendered, when applicable. The County and the service providers will collaborate to ensure tenants receive the support needed to remain housed and stable.

Barring unforeseen financial difficulties for the County, and assuming the project continues to operate in good standing, contracts for this project would be available for renewal at the end of the contract term to ensure that formerly homeless tenants of the project continue to receive high quality housing and services. If the contracts for this project are not renewed for any reason, the County will work closely with the service provider to support the clients in maintaining both housing stability and supportive services.

Once again, we are extremely enthusiastic about this project and happy to be partnering with the City of Long Beach and the Continuum of Care.

Sincerely,

Sarah Mahin
Director, Housing for Health
Department of Health Services
County of Los Angeles

CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF LONG BEACH

FOR

THE INTERJURISDICTIONAL COLLABORATIVE PROGRAM

CONTRACT NUMBER: AO-21-607

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CONTRACT BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF LONG BEACH

FOR

THE INTERJURISDICTIONAL COLLABORATIVE PROGRAM

This Contract {"Contract") is made and entered into by and between the County of Los Angeles, hereinafter referred to as {"County") and **CITY OF LONG BEACH** {hereinafter referred to as "Contractor"). Contractor's administrative office is located at 333 W. Ocean Blvd., Long Beach, CA 90802.

RECITALS

WHEREAS, Contractor desires to provide, and County desires to acquire from Contractor, services as a contractor; and

WHEREAS, on June 29, 2020, the County Board of Supervisors (Board) waived the sole source policy and delegated authority to the Chief Executive Officer, or her designee, to prepare and execute agreements and any and all amendments that support homeless programs within the County with the following parameters: (1) the agreement implements or supports administration of any Board-approved Homeless Initiative Strategy; (2) funds have been approved by the Board or by a Board office in its County Homeless Prevention Initiative (HPI)-Homeless Services Fund (HSF); (3) the agreement (including all amendments} shall not exceed $250,000; and (4) the agreement and all amendments are approved as to form by County Counsel; and

WHEREAS, pursuant to Government Code section 26227, the County Board of Supervisors may appropriate and expend money to establish County programs or to fund other programs deemed to be necessary to meet the social needs of the population of the County; and

WHEREAS, the Contractor will increase its capacity to address homelessness and its impacts in a systemic and sustainable manner by incorporating multiple departments within the City of Long Beach and County to expand and enhance

the expertise in responding to street homelessness; and

WHEREAS, the Fourth Supervisorial District will provide up to **One hundred fifty thousand dollars ($150,000)** from HPI/HSF funds to fund this Contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 Exhibit A- Statement of Work

1.2 Exhibit B - Pricing Schedule

1.3 Exhibit C- Contractor's EEO Certification

1.4 Exhibit D - County's Administration

1.5 Exhibit E- Contractor's Administration

1.6 Exhibit F - Contractor Acknowledgement and Confidentiality Agreement

1.7 Exhibit G - Jury Service Ordinance

1.8 Exhibit H- Safely Surrendered Baby Law

1.9 Exhibit I - Compliance with Fair Chance Employment Hiring Practices Certification

1.10 ExhibitJ - COVID-19 Vaccination Certification of Compliance

Unique Exhibits:

1.11 Exhibit K - Charitable Contributions Certification

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

2.1.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1.1 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work

2.1.1.2 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.

2.1.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.1.1.4 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.

2.1.1.5 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture,

corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.

3.1.1.1 **Board of Supervisors {Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

3.1.1.2 **County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.

3.1.1.3 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.

3.1.1.4 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.

3.1.1.5 **Day{s):** Calendar day(s) unless otherwise specified.

3.1.1.6 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract

3.1.1.7 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3 WORK

3.2 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.3 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.

4 TERM OF CONTRACT

4.1 The term of this Contract shall commence upon execution by the County's Chief Executive Officer and shall expire in **One (1) year,** unless sooner terminated or extended, in whole or in part, as provided in this Contract.

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The Maximum Amount of this Contract shall be as set forth in Exhibit B (Pricing Schedule), for the term of this Contract as set forth Paragraph 4.0 - Term of Contract, above. Any costs incurred to complete this Contract in excess of the maximum not-to-exceed cost will be borne by the Contractor.

5.2 Written Approval for Reimbursement

5.2.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

5.3.1 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Chief Executive Office at the address herein provided in Exhibit D (County's Administration).

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

5.4.1 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 **Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be addressed to the following and submitted electronically to the following email address:

Homeless Initiative Unit
County of Los Angeles

500 W. Temple Street - Room 493
Los Angeles, CA 90012
HlAdmin@ceo.lacounty.gov

5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.6 **Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

5.6.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.6.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping. and tax reporting requirements.

5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

6.2.1 The role of the County's Project Director may include:

6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

6.3.1 The role of the County's Project Manager is authorized to include:

6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract

and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

6.4.1 The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

7.3.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contract shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies

concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement". Exhibit F.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term. contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer or his/her designee.

8.1.2 For any change which does not materially affect the statement of work or any other term or condition included under this Contract, a Change Notice shall be prepared and signed by the County's Project Manager and Contractor's Project Manager.

8.1.3 The Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer and his/her designee.

8.1.4 The Chief Executive Officer or his/her designee, may at his/her sole discretion, authorize extensions to the term of this Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion,

against the claims, which the contractor may have against the County.

8.2.3 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.4 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or perfonnance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the tennination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

8.3.1 The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition, and obligation of this Contract and that all requirements of the contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract

correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract shall also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

8.5.1 The contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within thirty (30) business days after the Contract effective date, the contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.

8.5.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within fifteen (15) business days for County approval.

8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor shall submit proposed changes to the County for approval before implementation.

8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within thirty (30) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which

adheres to formal plans for specific actions and strict time deadlines.

8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within ten (10) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

8.7.1 The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The contractor shall comply with Exhibit C (Contractor's EEO Certification).

8.8 Compliance with the County's Jury Service Program

8.8.1 **Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Contract.

8.8.2 **Written Employee Jury Service Policy.**

1. Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars ($50,000} or

more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for

a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

8.1O Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

8.10.1 To the degree permitted by Contractor's contracts with its collective bargaining units, and local codes, charters, and regulations, should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring **GAIN-GROW** Participants

8.11.1 To the degree permitted by Contractor's contracts with its collective bargaining units, and local codes, charters, and regulations, should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority to the degree permitted by Contractor's contracts with its collective bargaining units, and local codes, charters, and regulations.

8.12 Contractor Responsibility and Debarment

8.12.1 **Responsible Contractor**

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 **Chapter 2.202 of the County Code**

The contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the

contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 **Non-responsible contractor**

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to

object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This

hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

8.13.1 The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the

economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will evaluate the contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place perfonnance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

8.15.1 The report will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs shall be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but al of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic

signature), as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

8.19.1 The contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold hamiless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perfom,, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially

reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

8.23.1 The contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified

copies of any required contractor and/or subcontractor insurance policies at any time.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars ($50,000), and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

Homeless Initiative Unit
County of Los Angeles
500 W. Temple Street- Room 493
Los Angeles, CA 90012
HIAdmin@ceo.lacounty.gov

8.24.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also shall promptly notify County of any third-party claim

or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, it's Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 **Cancellation of or Changes** in **Insurance**

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 **Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 **Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.8 **Waivers of Subrogation**

To the fullest extent permitted by law, the contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 **Subcontractor Insurance Coverage Requirements**

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on

the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 **Deductibles and Self Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 **Application of Excess Liability Coverage**

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO {Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions.

The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 Insurance Coverage

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation

for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Unique Insurance Coverage**

8.25.4.1 **Professional Liability-Errors and Omissions**

Insurance covering contractor's liability arising from or related to this Contract, with limits of not less than $1 million per claim and $2 million aggregate. Further, contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25.4.2 **Privacy/Network Security (Cyber) Liability**

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than $2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Chief Executive Officer, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Executive Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to

be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Chief Executive Officer, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Chief Executive Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Executive Officer, or his/her designee, deems are correctable by the contractor over a certain time span, the Chief Executive Officer, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Chief Executive Officer, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars ($100) per day per infraction, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the

County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

8.27.1 If the contractor's prices decline, or should the contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification).

8.28.3 The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all

applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

8.30.1 Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

8.31.1 The contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Chief Executive Officer, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

8.32.1 The contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class

registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Chief Executive Officer or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

8.35.1 Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, if applicable, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the contractor agrees to defend and indemnify

the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank

statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5} years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s} 8.38.3 Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference

shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

8.39.1 Consistent with the Board of Supervisors' policy to reduce the amount of solid **waste** deposited at the County landfills, the contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County.** Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the contractor desires to subcontract, the contractor shall provide the following infonnation promptly at the County's request:

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s} were the contractor employees.

8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing

services under this Contract. The contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest ansIng through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

Homeless Initiative Unit
County of Los Angeles
500 W. Temple Street - Room 493
Los Angeles, CA 90012
HIAdmin@ceo.lacounty.gov

8.41 Termination for Breach of Warranty to Maintain Compliance **with County's Child Support Compliance Program**

8.41.1 Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program} shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90} calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default} and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor shall:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director.

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County

may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s}" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and

obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

8.44.2 The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has

been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

8.46.1 The contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

8.47.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

8.48.1 If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

8.49.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

8.52.1 Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

8.53.1 The contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.57 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a contractor or its subsidiary or subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any

resultant County contract. This provIs1on shall survive the expiration, or other tennination of this Agreement.

8.58 COVID-19 Vaccinations of County Contractor Personnel

1. At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"} prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services"}.

2. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer- BioNTech or Medema), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"}; (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4} a digital record that includes a quick response ("QR"} code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the

CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

4. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

   a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

   b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.

   c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

5. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit J (COVID-19

Vaccination Certification of Compliance) is a required part of any agreement with the County.

9 UNIQUE TERMS AND CONDITIONS

9.1 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit I, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract tennination or debarment proceedings or both. (County Code Chapter 2.202)

9.2 Contractor Protection of Electronic County Information

9.2.1 Data Encryption

Contractor and subcontractors that electronically transmit or store personal information (PI), protected health infonnation (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Health Insurance Portability and Accountability Act of 1996 {HIPPA), and implementing regulations, MI is defined in California Civil Code Section 56.050).

a. Stored Data

Contractors' and subcontractors' workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: a) Federal Information Processing Standard Publication (FIPS) 140-2; b} National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management - Part 1: General (Revision 3); c) NIST Special Publication 800-57 Recommendation

for Key Management - Part 2: Best Practices for Key Management Organization; and d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

b. Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and b) NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

c. Certification

The County must receive within ten (10) business days of its request, a certification from the Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set for the above. In additional, Contractor shall maintain a copy of any validation/attestation report that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 9.3.1(Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be executed by its Chief Executive Officer. Contractor has caused this Contract to be executed by Its duly authorized representative.

COUNTY OF LOS ANGELES

By Jo M. Nicchitta for FAD (May 31, 2022 11:01 PDT)
FESIA A. DAVENPORT
CHIEF EXECUTIVE OFFICER

Date

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By_____
Senior Deputy County Counsel

CITY OF LONG BEACH

APPROVED AS TO FORM
Janua 20 , 20
CHARLES City AHomey

BY----ri -=" " " ' .....-
TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

By Linda I. Tatum for

Print Name Thomas B. Modica

Title. C_ity_M_a_n_a..:::cg_er

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

STATEMENT OF WORK
CITY OF LONG BEACH
INTERJURISDICTIONAL COLLABORATIVE PROGRAM

The following outlines the Statement of Work for the City of Long Beach {City) and its Interjurisdictional Collaborative Program {IJC or Program).

The Program will increase the City's capacity to address homelessness and its impact in a systematic and sustainable manner. It will incorporate multiple departments within the City and the County of Los Angeles {County) to expand and enhance the expertise in responding to street homelessness. Staff from the Homeless Services Bureau (HSB) within the Department of Health and Human Services (DHHS)will liaison with various programs, including the County and relevant entities. The City's Public Works Department, Parks, Recreation and Marine, and the City Attorney's office will also be part of the IJC; coordination among these entities will continue to build and refine best practice standards for reducing the impacts of street homelessness.

An Interjurisdictional Liaison {IJL) from the Department of Health and Human Services' will assist in collaboration of outreach related activities among various City departments and outside agencies. Collaboration will include the following: HSB outreach staff, Restorative Engagement to Achieve Collective Health (REACH) Team, Long Beach Police Department (LBPD)-Qua1ity of Life (QoL) Team and Mental Evaluation Team, LBPD Metro Section, Long Beach Fire Department (LBFD), and other relevant entities. The IJL will also work with the County and other partners on posting notices on encampments of pending cleanups, outreach, and other cleanup activities to reduce violation of protocols.

Funding will include:

- 100% full-time equivalent (FTE} Interjurisdictional Liaison
- 20% FTE DHHS Homeless Resource Coordinator
- Office and Program Supplies
- DHHS Administrative Costs

Program Goals and Objectives

1. **Goal:** Coordinate encampment clean-up activities across multi-jurisdictional entities and have established shared protocols.

   Objectives:
   a. Improve understanding and communication between the City, County, State, and private entities to avoid duplicate efforts or resources, which will lead to cost savings.
   b. The IJL and Homeless Resource Coordinator (HRC) will establish a mechanism for progress reports by reporting entities to Interjurisdictional lead.
   c. HRC to improve communication with the City Manager's Office and City Council district offices (9 Council offices, 1 Mayors office) to provide updates, and respond to request regarding clean-up operations.
   d. Liaison with County and City entities to ensure compliance with protocols for cleanups and other activities.
   e. Increase understanding of outside agency protocols and operations.

2. **Goal:** Train LBPD officers in non-traditional approaches when contacting and addressing Qol issues for persons experiencing homelessness, while increasing capacity for assistance.

   Objectives:
   a. The IJL and HRC will continue to work with LBPD and police academies to provide training and education to patrol officers regarding access to information and resources related to homelessness. Training is contingent upon a request from LBPD when an academy class is complete.
   b. Training is conducted in the presence of LBPD and HSB outreach workers during engagement operations throughout the year.
   c. The IJL will collaborate with Quality of Life (Qol) Police officers, Department of Health and Human Services, and other city departments. Collaboration with Qol will consist of outreach, coordination meetings, encampment clean ups, referrals to services at the Multi Service Center, transportation for services at the Multi Service Center.
   d. The IJL will collaborate with HSB outreach staff and Qol units to maximize the area served, people contacted, and people transported to services.

3. **Goal:** Develop and implement a system to better coordinate hospital discharges to ensure that individuals experiencing homelessness will have a safe and secure place that is appropriate for their needs.

   Objectives:
   a. The Hospital Discharge Planning Collaborative will focus on identifying the three primary barriers to discharge planning.
   b. The Hospital Discharge Planning Collaborative will form work groups to develop a response to each of the barriers and recommend an action plan.
   c. Police, Fire and Street Outreach personnel effectively coordinate with the Hospital Discharge Planning Collaborative and participate in the implementation of any hospital discharge policies or practices.

4. **Goal:** Continue to implement best practices as it relates to outreach and engagement activities to increase the likelihood of a person experiencing homelessness to accept services.

   Objectives:
   a. Increase participation in services, the number of referrals accepted and linkages to services.
   b. The IJC can effectively plan and implement new protocols and procedures into its operations for addressing the impacts of homelessness.
   c. Assist HRC and pertinent LBPD command staff to coordinate and convene monthly meetings with homeless related LBPD, LBFD and DHHS personnel to review and monitor goals and objectives of the Program.
   d. IJL will serve as the liaison for Program activities with entities that work with people who are experiencing homelessness including, Metro Teams, LBFD, Public Works, Parks, Recreation and Marine, and City Attorney.

Staffing Responsibilities
The City has identified staff to oversee this interjurisdictional coordination and the activities delineated for this Program.

Direct Service Staffing

1. Homeless Resource Coordinator (DHHS) (0.20 FTE)
    - Provides coordination for the IJC.
    - HRC to improve communication with the City Manager's Office and legislative contacts providing oversight of County clean-up operations"
    - Provides coordination for twice monthly outreach work meeting.
    - Coordinates research linkage and data collection for program.
    - Leads the discharge collaborative that develops best practices for planning.
    - Collects data from partners on a weekly basis.
    - Enters and analyzes the universal data points.
    - Produces reports for all partners on outreach work when requested. Homeless Resource Coordinator (HRC) will establish a mechanism for progress reports by reporting entities to Interjurisdictional lead.
    - Works with Homeless Management Information System (HMIS) Coordinator to write individual reports when requested.
    - Coordinates with LBPD Command staff for IJL activities.
    - HRC will continue to work with LBPD and police academies to provide training and education to patrol officers regarding access to information and resources related to homelessness
    - HRC and pertinent LBPD command staff to coordinate and convene monthly meetings with homeless related LBPD, LBFD and DHHS personnel to review and monitor goals and objectives of the Program

2. Interjurisdictional Liaison (IJL) {1.0 FTE):
    - Liaison with the interjurisdictional collaborative as the point of contact among entities that include the Interdepartmental Teamwork group, County Public Works, Caltrans, Southern California Edison, and County Sheriff's Department Homeless Outreach Services Team (for outreach, engagement and cleanup efforts in the Long Beach area where overlapping jurisdictions occur).
    - Liaison with other programs that involve activities with people who are experiencing street homelessness.
    - Provides assistance to IJC members, including DHHS, REACH, Public Works, Parks, Recreation and Marine, and LBPD Divisions, to ensure an effective response to homelessness.
    - Works directly with the HSB to develop training for all coordinating partners, attend community education on street homelessness, and assist the HRC in facilitating outreach work group meetings on a rotating basis.
    - Assists in the collection of centralized data regarding homelessness on behalf of LBPD and DHHS to be shared with the IJC, Interdepartmental team and regional partners.
    - Assist HRC and pertinent LBPD command staff to coordinate and convene monthly meetings with homeless related LBPD, LBFD and DHHS personnel to review and monitor goals and objectives of the Program
    - The IJL and HRC will continue to work with LBPD and police academies to provide training and education to patrol officers regarding access to information and resources related to homelessness. "Liaison with the DHHS Street Outreach Coordinator and Resources Coordinator to assist with referrals and shelter placement and access to basic services for individuals encountered by LBPD officers.
    - Assist DHHS and QoL with weekend outreach activities as well as other County pilot programs while funding is available.

Coordinating entitles:

1. Law Enforcement Assisted Diversion
2. Priority Access Diversion: justice system diversion program.
3. LBPD Metro Section: Quality of Life officers on the Metro system.
4. Long Beach Homeless Court

Performance Metrics/Deliverables

1. A Memorandum of Understanding (MOU) between the City of Long Beach, County, and CalTrans will be executed. The MOU will outline jurisdictional collaboration for cleanup activities. The MOU will ensure coordination of cleanups and outreach and engagement with people experiencing homelessness. **Due Date,** July **31, 2022**

2. LBPD Qol officers who have been trained in non-traditional approaches when contacting and addressing issues for persons experiencing homelessness will participate in outreach engagement with HSB outreach workers, to increase capacity for assistance and enhance access to services. **Due Date, Prior to contract term end date.**

3. Six IJC meetings will be held during the term of the contract with the team to implement and monitor protocols and outreach activities to enhance access to services and interjurisdictional coordination. **Due Date, Prior to contract term end date.**

PRICING SCHEDULE

CITY OF LONG BEACH
Interjurisdictional Collaborative Program

Total Maximum Contract Sum Not to Exceed: $150,000

PERSONNEL	**Hourly Rate**	**Budget**
Interjurisdictional Liaison (1.0 FTE)	**$55.08**	$65,000
Homeless Resource Coordinator (0.20 FTE)	**$32.26**	**$24,000**
Subtotal Salaries		$89,000
Full Time DHHS Employee Benefits @ 62%		$55,180
Total Salary and Employee Benefits		**$144,180**
OPERATIONS		
Office & Program Supplies		$500
Total Operations		**$500**
DHHS **ADMINISTRATIVE COSTS**		
Administrative Costs		$5,320
Total Administrative Costs		**$5,320**
MAXIMUM NOT-TO-EXCEED-CONTRACT COST/SET FEE		**$150,000**

•changes within line items andfor categories require written authorization from the County Project Manager Written authorization *may* be defined to include letter, email, and fax. A contract amendment or change notice is not required for changes within line items and/or categories, not to exceed the maximum contract amount.

EXHIBITC

CONTRACTOR'S EEO CERTIFICATION

City of Long Beach

Contractor Name

Department of Health and Human Services - 2525 Grand Ave, Long Beach, CA 90815

Address

95-6000733

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes IEI	No☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes IEI	No☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes	No☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes KI	No☐

Thomas B. Modica, City Manager

Authorized Official's Printed Name and Title

Linda F. Tatum

Authorized Official's Signature

Date 1/21/2022

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Ja O . 20.II.
CHARI.ES HGfflttly
Br- TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Jerry Ramirez
Title: Manager, CEO
Address: 500 West Temple Street. Room 493
LA CA 90012
Telephone: _____ Facsimile: _____
E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: Michael Castillo
Title: Senior Analyst
Address: 500 West Temple Street, Room 493
Los Angeles, CA 90012
Telephone: _____ Facsimile: _____
E-Mail Address: hiadmin@ceo.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME City of Long Beach

CONTRACT NO: AO-21-607

CONTRACTOR'S PROJECT MANAGER:

Name: Joel Reynoza
Title: Homeless Resource Coordinator
Address: 2525 Grand Ave. Suite 235
Long Beach, CA 90815
Telephone: (562)570=4509
Facsimile:
E-Mail Address: Joel.Reynoza@longbeach.gov

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Thomas B. Modica
Title: City Manager
Address: 411 W Ocean Blvd, 10th floor
Long Beach, CA 90802
Telephone: (562) 570-5091
Facsimile:
E-Mail Address: Tom.Modica@longbeach.gov

Notices to Contractor shall be sent to the following:

Name: Erica Valencia-Adachi
Title: Homeless Administrative Operations Officer
Address: 2525 Grand Ave. Suite 235. Long Beach. CA 90815
Telephone: (562)570-4017
Facsimile:
E-Mail Address: Erica.Valencia-Adachi@longbeach.gov

EXHIBITF

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

{Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME : City of Long Beach Contract No., A_0_-_2_1-_6_07 _

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staffs performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: Linda F. Tahmpa DATE: _!_J_lL.1..£Ea

PRINTED NAME: T_ho_m_a_s_B_._M_o_d_ic_a

POSITION: City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

AI'PIOVEO AS TO FORM

January 20, 20

CHARLES PARKIN, City Attamey

By

TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

EXHIBITG

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons. the county of Los Angeles has determined that it is appropriate *to* require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. ·contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract, or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7 A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

0. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number **is a** recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title **2 ADMINISTRATION**
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE **JURY SERVICE**

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

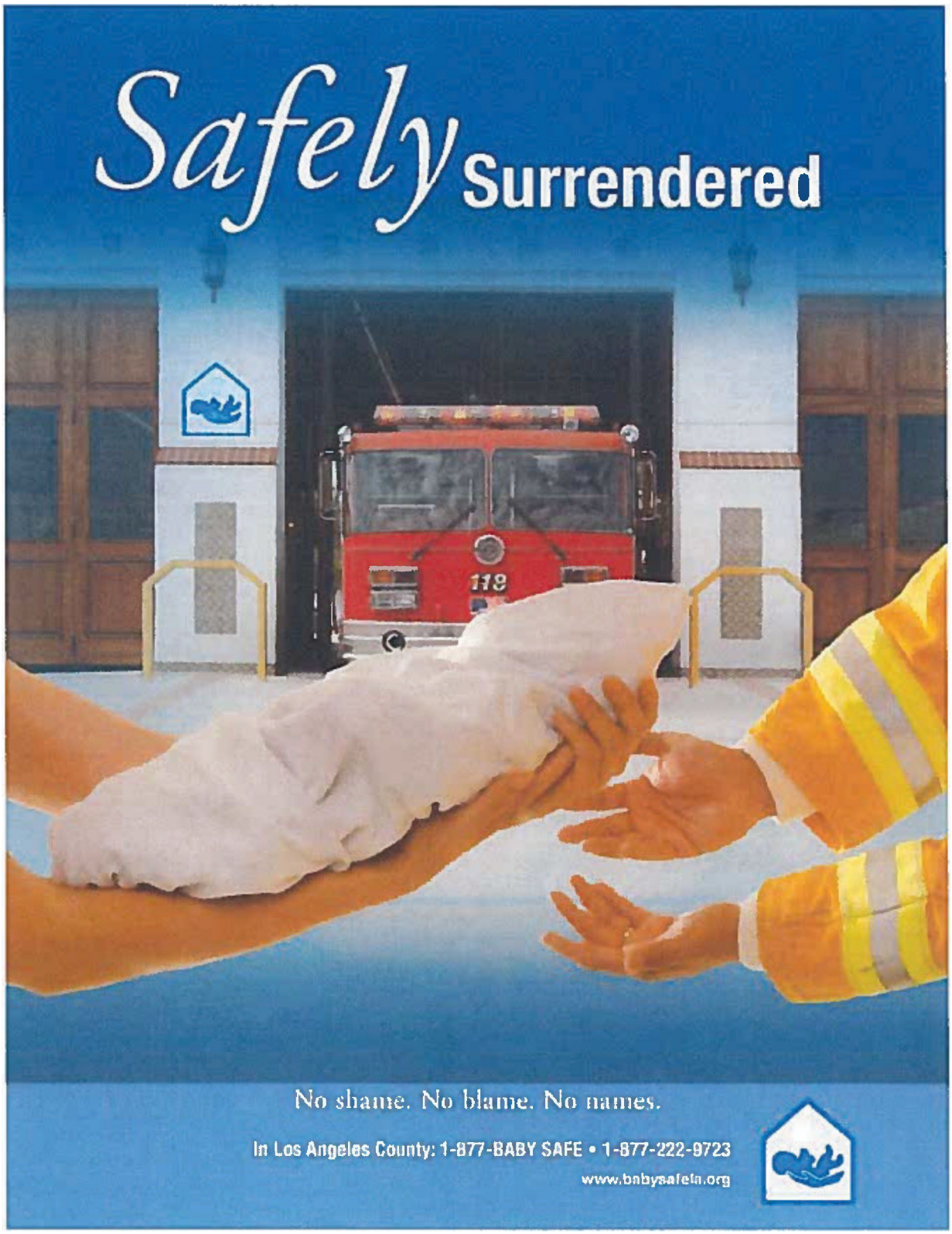
"Dominant in its field of operation• means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBITH


Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does H work?

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can ooly a parent bring In the baby?

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Does the parent or surrendering adult have to call before bringing In the baby?

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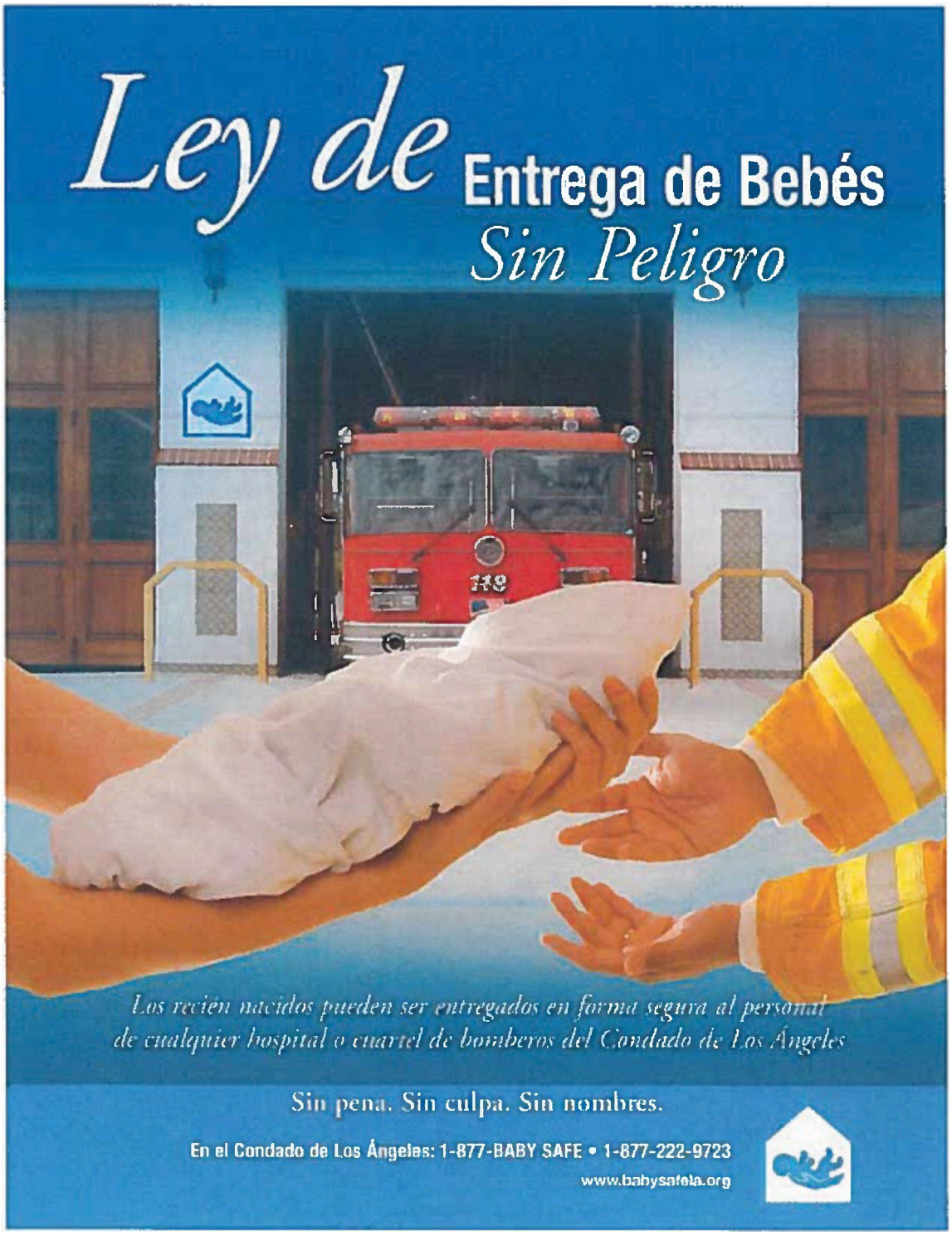
A baby's story

Early in **the** morning on April 9, 2005, a hc:althy b:al,y boy w:11 Mly **,um,,dc,,cJ** ID nurses at UCL\ Modic:al Center. The woman who bn.ui;l,t the baby- to the hospital identified hc,,df as the b:ahy's *aunt* and n:11:cd the b:aby', mother had a1bd her ID bring the b:aby to the hospial on her behalf. The aunt w.u gm:n a btaedct wi1h a numbct matching the anlclct placal on the boby; tl,i,, would pnmdc: oome idenllfication 1n the evmt the mother changal her mind about 111rrcndcring the baby and wished h> rcd:i.im the b:aby in the 14..!:.y period allowd by the: Law, lnc aunt,.,.,.. al10 pnmded with a mcJ,cal quationrwrc and Aid sh., would hav,: thc: mother compkir and mail bxk in the ■tamped rcrum cnvdopc provid..!. The b:aby w:is =mined by medical ,t:aff and pronauii=I hc:altlty and full-irrm, He w.u pbcod wuh a l<>Yin; fun,ly that had h«n approml ID adopt him by the Department of Chiklrm and Familr Sonica.

EXHIBITH


Ley de Entrega de Bebés Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

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1,S610 los padres podran lJevar al reclen nacldo?

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1,Los padres o el adulto que entrega al bebe deben llamar antes de llevar al bebti?

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1,Es necesatlo que el padre/madre o adulto dlga algo a las personas que recl8en al babe?

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LOiii pasani con el padre/madre o adulto que entregue al bebti?

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EXHIBIT I

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name: City of Long Beach		
Company Address: 2525 Grand Ave.		
City: Long Beach	State: CA	Zip Code: 90815
Telephone Number: 562-570-4000	Email address:	
Solicitation/Contract for Consulting Services	Homeless Services	

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I **declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that** I **am authorized to represent this company.**

Print Name: Thomas 8. Modica	Title: City Manager
Signature: dn J.iJ EXECUTED PUR... TO SECTION 301 O: THE CITY CHAfHEf	Date: I /z.tjZe.JZ2-

APPROVED AS TO FORM
January 20 , 20 22
CHARLES P: KI N, City Attorney
_By TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

EXHIBIT J

COVID-19 Vaccination Certification of Compliance
Urgency Ordinance, County Code Title 2 - Administration
Division 4 - Miscellaneous - Chapter 2.212
(COVID-19 Vaccinations of County Contractor Personnel)

1, Thomas B. Modica on behalf of C=ity. o=f-=L=o..n.. .g=B=e=a=ch, (the "Contractor"), certify that on County Contract AO=21..-.-=6.0.7 .[ENTER CONTRACT NUMBER **AND NAME]:**

All Contractor Personnel• on this Contract are fully vaccinated as required by the Ordinance.

__ Most Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR **PERSONNEL]:**

*Contractor Personnel includes subcontractors.

I have authority to bind the Contractor and have reviewed the requirements above and further certify that I will comply with said requirements.

Linda F. Jahrm
Signature

1/21/2022
Date

City Manager
Title

City of Long Beach
Company/Contractor Name

APPROVED AS TO FORM
Januar 20
CHARLES PARKIN, City Attorney
By
TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

EXHIBITK

CHARITABLE CONTRIBUTIONS CERTIFICATION

City of Long Beach
Company Name

2525 Grand **Ave.,** Long Beach, CA 90815
Address

95-6000733
Internal Revenue Service Employer Identification Number

N/A
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act {SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

m Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Linda F. Tatum
Signature

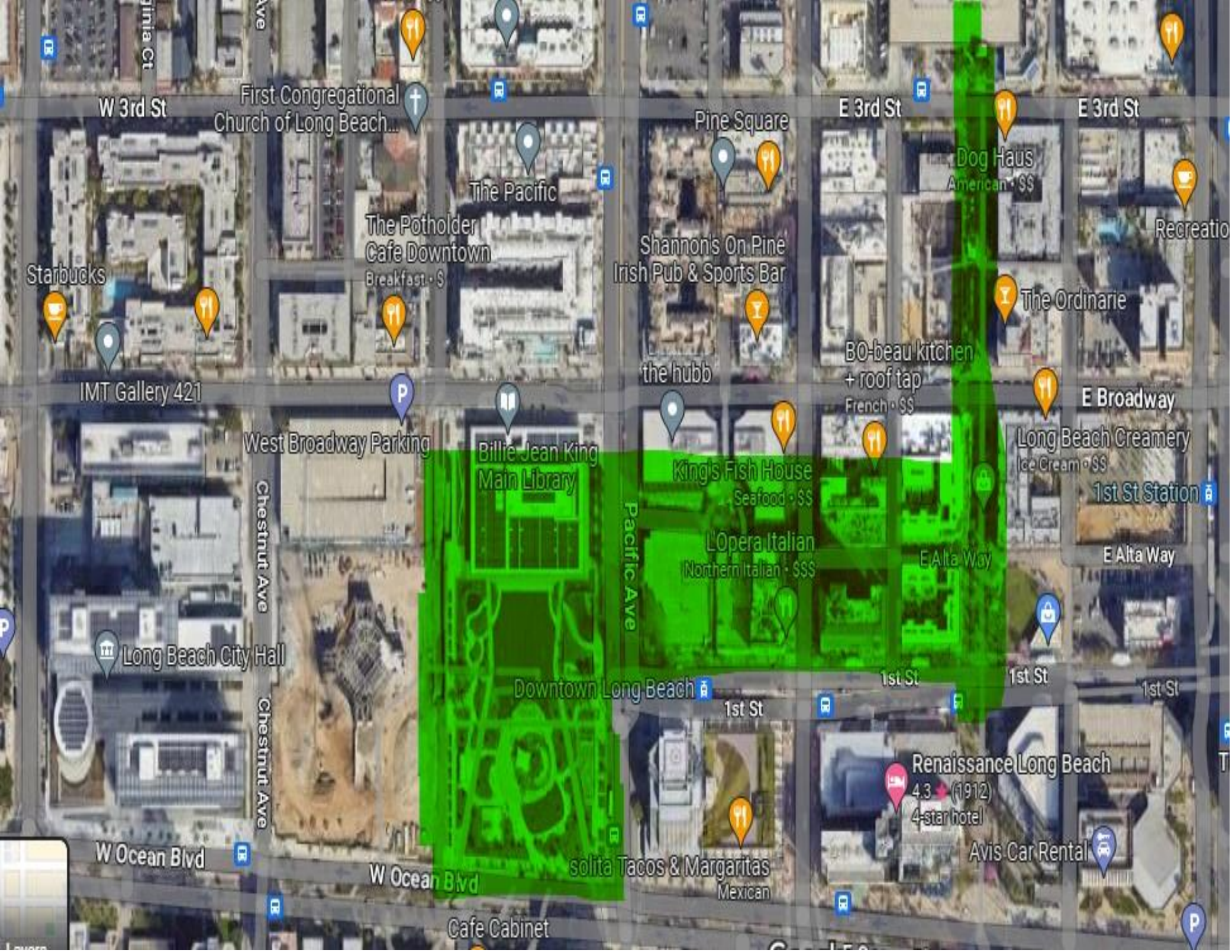
1/21/2022
Dita

Thomas 8. Modica, City Manager
Name and Title of Signer (please print)

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

AI'I'ROVED AS TO FOltM
Janua 20 ,20E_
CHARLES f! KI City AHomey

Br--. . -ii ==
TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY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West Broadway Parking
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Chestnut Ave
Pacific Ave
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Northern Italian · $$$
E Alta Way
E Alta Way
Long Beach City Hall
Downtown Long Beach
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1st St
1st St
1st St
Renaissance Long Beach
4.3 (1912)
4-star hotel
Avis Car Rental
W Ocean Blvd
W Ocean Blvd
solita Tacos & Margaritas
Mexican
Cafe Cabinet

ERF Budget Change Request Form

This budget change request was submitted on 4/30/2024 10:10 PM

Introduction

Please select from the list of jurisdictions
Long Beach

The selected jurisdiction is associated with the following ERF award(s). Select the award(s) for which you are submitting this budget change request:

ERF-1 award in the amount of $1,322,281.41
No

ERF-2R award in the amount of $5,330,545.08
Yes

Please confirm the selections are accurate before proceeding in this form.

ERF-2R Budget Change Request

Answer all of the questions below. Reponses should be concise and provide specific details explaining any proposed changes to funding and/or project plans.

Generally, the effective date is the date this form is submitted, however, in unique circumstances Cal ICH will consider retroactivity.

What date are you requesting that the revised budget be effective?
4/30/2024

If you would like this date to be retroactive, please explain why.
N/A

Are you requesting an expedited review?
No

Provide a proposed budget below.
ERF-2-R Standardized Budget Template_LongBeach_ 4.30.24.xlsx

New Proposed Budget for ERF-2R funds by Eligible Use Category

Rapid Rehousing	Operating Subsidies	Street Outreach	Services Coordination
Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitate access to other community-based services.	*Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.*	*Street outreach to assist eligible persons to access crisis services, interim housing options, and permanent housing and services.*	*Services coordination, which may include access to workforce, education, and training programs, or other services needed to improve and promote housing stability for eligible persons, as well as direct case management services being provided to persons.*
New Proposed Budget $908,618.70	**New Proposed Budget** $0.00	**New Proposed Budget** $439,013.70	**New Proposed Budget** $83,220.46
Previously Approved Budget $900,000.00	**Previously Approved Budget** $0.00	**Previously Approved Budget** $0.00	**Previously Approved Budget** $320,500.00

Systems Support	Delivery of Permanent Housing	Prevention and Shelter Diversion	Interim Sheltering
Systems support for activities that improve, strengthen, augment, complement, and/or are necessary to create regional partnerships and a homeless services and housing delivery system that resolves persons' experiences of unsheltered homelessness.	*Delivery of permanent housing and innovative housing solutions, such as unit conversions that are well suited for eligible persons.*	*Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. This category is only available to serve people who were formerly residing in the prioritized ERF encampment site.*	*Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.*
New Proposed Budget $36,914.17	**New Proposed Budget** $0.00	**New Proposed Budget** $0.00	**New Proposed Budget** $3,608,942.57

Previously Approved Budget $340,000.00	**Previously Approved Budget** $0.00	**Previously Approved Budget** $0.00	**Previously Approved Budget** $3,516,209.60

Improvements to Existing Emergency Shelters	**Administrative Costs**
Improvements to existing emergency shelters to lower barriers, increase privacy, better address the needs of eligible persons, and improve outcomes and exits to permanent housing.	*Up to 5% of grant funds may be applied to administrative costs. Administrative costs incurred by the city, county, continuum of care, to administer its program allocation.*
New Proposed Budget $0.00	**New Proposed Budget** $253,835.48
Previously Approved Budget $0.00	**Previously Approved Budget** $253,835.48

Budget Change Request Total

Total New Proposed Budget
5,330,545.08

Total Previous Budget
5,330,545.08

Reason for the Request and Resulting Change

What prompted the need for this change?
We are consistently assessing budgetary needs within the City, which may result in budget modifications to best address the homelessness situation in our jurisdiction.

At the program level, what will change if this budget change request is approved?

Programmatically, what will be eliminated, reduced, or augmented from the previously approved budget?
The City of Long Beach has reallocated and reduced ERF funds among various categories, including case management and, for the IDT, Interdepartmental Teams.

Programmatically, what will be added, expanded, or augmented in the newly proposed budget?
As part of the reallocation, the City of Long Beach has reallocated ERF funds towards the motel voucher program.

Certify and Submit

Title
Community Program Specialist

Name
Stephanie Sosa

Phone
(562) 570-4782

Email
stephanie.sosa@longbeach.gov

[Form.Introduction.JurisdictionAndContractSelection.PleaseSelectYourJurisdiction.JurisdictionSelection] certifies that all information included in this form is true and accurate to the best of their knowledge.
Yes

ERF Budget Change Request Form

This budget change request was submitted on 6/14/2024 8:34 PM

Introduction

Please select from the list of jurisdictions
Long Beach

The selected jurisdiction is associated with the following ERF award(s). Select the award(s) for which you are submitting this budget change request:

ERF-1 award in the amount of $1,322,281.41
No

ERF-2R award in the amount of $5,330,545.08
Yes

Please confirm the selections are accurate before proceeding in this form.

ERF-2R Budget Change Request

Answer all of the questions below. Reponses should be concise and provide specific details explaining any proposed changes to funding and/or project plans.

Generally, the effective date is the date this form is submitted, however, in unique circumstances Cal ICH will consider retroactivity.

What date are you requesting that the revised budget be effective?
6/10/2024

If you would like this date to be retroactive, please explain why.
N/A

Are you requesting an expedited review?
No

Provide a proposed budget below.
ERF-2-R Standardized Budget Template_LongBeach_ 6.7.2024.xlsx

New Proposed Budget for ERF-2R funds by Eligible Use Category

Rapid Rehousing	Operating Subsidies	Street Outreach	Services Coordination
Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitate access to other community-based services.	*Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.*	*Street outreach to assist eligible persons to access crisis services, interim housing options, and permanent housing and services.*	*Services coordination, which may include access to workforce, education, and training programs, or other services needed to improve and promote housing stability for eligible persons, as well as direct case management services being provided to persons.*
New Proposed Budget $908,618.70	**New Proposed Budget** $0.00	**New Proposed Budget** $383,783.70	**New Proposed Budget** $83,220.46
Previously Approved Budget $908,618.70	**Previously Approved Budget** $0.00	**Previously Approved Budget** $439,013.70	**Previously Approved Budget** $83,220.46

Systems Support	Delivery of Permanent Housing	Prevention and Shelter Diversion	Interim Sheltering
Systems support for activities that improve, strengthen, augment, complement, and/or are necessary to create regional partnerships and a homeless services and housing delivery system that resolves persons' experiences of unsheltered homelessness.	*Delivery of permanent housing and innovative housing solutions, such as unit conversions that are well suited for eligible persons.*	*Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. This category is only available to serve people who were formerly residing in the prioritized ERF encampment site.*	*Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.*
New Proposed Budget $36,914.17	**New Proposed Budget** $0.00	**New Proposed Budget** $0.00	**New Proposed Budget** $3,664,172.57

Previously Approved Budget $36,914.17	**Previously Approved Budget** $0.00	**Previously Approved Budget** $0.00	**Previously Approved Budget** $3,608,942.57

Improvements to Existing Emergency Shelters	**Administrative Costs**
Improvements to existing emergency shelters to lower barriers, increase privacy, better address the needs of eligible persons, and improve outcomes and exits to permanent housing.	*Up to 5% of grant funds may be applied to administrative costs. Administrative costs incurred by the city, county, continuum of care, to administer its program allocation.*
New Proposed Budget $0.00	**New Proposed Budget** $253,835.48
Previously Approved Budget $0.00	**Previously Approved Budget** $253,835.48

Budget Change Request Total

Total New Proposed Budget
5,330,545.08

Total Previous Budget
5,330,545.08

Reason for the Request and Resulting Change

What prompted the need for this change?
We are consistently assessing budgetary needs within the City, which may result in budget modifications to best address the homelessness situation in our jurisdiction.

At the program level, what will change if this budget change request is approved?

Programmatically, what will be eliminated, reduced, or augmented from the previously approved budget?
The City of Long Beach has reallocated and reduced ERF funds among street outreach for the Interim Shelter Site.

Programmatically, what will be added, expanded, or augmented in the newly proposed budget?
As part of the reallocation, the City of Long Beach has reallocated ERF funds towards the motel voucher program and on-site operations.

Certify and Submit

Title
Community Program Specialist

Name
Stephanie Sosa

Phone
(562) 570-4782

Email
stephanie.sosa@longbeach.gov

[Form.Introduction.JurisdictionAndContractSelection.PleaseSelectYourJurisdiction.JurisdictionSelection] certifies that all information included in this form is true and accurate to the best of their knowledge.
Yes

California Department of
Housing and Community Development

ERF Budget Change Request Form

{if (CertifyAndSubmit.FormIntroductionJurisdictionAndContractSelectionPleaseSelectYourJurisdictionJurisdictionSelectionCertifiesThatAllInformationIncludedInThisFormIsTrueAndAccurateToTheBestOfTheirKnowledge)}

This budget change request was submitted on {Entry.DateSubmitted}

{ end if }

Introduction

The selected jurisdiction is associated with the following ERF award(s). Select the award(s) for which you are submitting this budget change request:

Please confirm the selections are accurate before proceeding in this form.

ERF-2R Budget Change Request

Answer all of the questions below. Reponses should be concise and provide specific details explaining any proposed changes to funding and/or project plans.

Generally, the effective date is the date this form is submitted, however, in unique circumstances HPD Homelesness Grants will consider approving retroactive effective dates.

What date are you requesting that the revised budget be effective?
10/27/2024

If you would like this date to be retroactive, please explain why.
To ensure the continuity of program accounting.

Are you requesting an expedited review?
No

Provide a proposed budget below.
ERF-2-R Standardized Budget Template_LongBeach_Budget Mod3.xlsx

New Proposed Budget for ERF-2R funds by Eligible Use Category

Rapid Rehousing	Operating Subsidies	Street Outreach	Services Coordination
Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitate access to other community-based services.	*Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.*	*Street outreach to assist eligible persons to access crisis services, interim housing options, and permanent housing and services.*	*Services coordination, which may include access to workforce, education, and training programs, or other services needed to improve and promote housing stability for eligible persons, as well as direct case management services being provided to persons.*
New Proposed Budget $958,618.70	**New Proposed Budget** $0.00	**New Proposed Budget** $383,783.70	**New Proposed Budget** $83,220.46
Previously Approved Budget $908,618.70	**Previously Approved Budget** $0.00	**Previously Approved Budget** $383,783.70	**Previously Approved Budget** $83,220.46

Systems Support	Delivery of Permanent Housing	Prevention and Shelter Diversion	Interim Sheltering
Systems support for activities that improve, strengthen, augment, complement, and/or are necessary to create regional partnerships and a homeless services and housing delivery system that resolves persons' experiences of unsheltered homelessness.	*Delivery of permanent housing and innovative housing solutions, such as unit conversions that are well suited for eligible persons.*	*Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. This category is only available*	*Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.*

		to serve people who were formerly residing in the prioritized ERF encampment site.	
New Proposed Budget $36,914.17	**New Proposed Budget** $0.00	**New Proposed Budget** $0.00	**New Proposed Budget** $3,614,172.57
Previously Approved Budget $36,914.17	**Previously Approved Budget** $0.00	**Previously Approved Budget** $0.00	**Previously Approved Budget** $3,664,172.57

Improvements to Existing Emergency Shelters	**Administrative Costs**
Improvements to existing emergency shelters to lower barriers, increase privacy, better address the needs of eligible persons, and improve outcomes and exits to permanent housing.	*Up to 5% of grant funds may be applied to administrative costs. Administrative costs incurred by the city, county, continuum of care, to administer its program allocation.*
New Proposed Budget $0.00	**New Proposed Budget** $253,835.48
Previously Approved Budget $0.00	**Previously Approved Budget** $253,835.48

Budget Change Request Total

Total New Proposed Budget
5,330,545.08

Total Previous Budget
5,330,545.08

Reason for the Request and Resulting Change

What prompted the need for this change?
We are consistently assessing budgetary needs within the City, which may result in budget modifications to best address the homelessness situation in our jurisdiction.

At the program level, what will change if this budget change request is approved?

Programmatically, what will be eliminated, reduced, or augmented from the previously approved budget?
The City of Long Beach has reallocated and reduced ERF funds among the Interim Shelter Site.

Programmatically, what will be added, expanded, or augmented in the newly proposed budget?
As part of the reallocation, the City of Long Beach has reallocated ERF funds towards funding essential furnishing through our rapid rehousing operations.

{if (Introduction.ERF1Checkbox) or (Introduction.ERF2LCheckbox) or (Introduction.ERF2RCheckbox) or (Introduction.ERF3LCheckbox)}

Certify and Submit

{ each CertifyAndSubmit }

{ if PleaseProvideAnyAdditionalComments }

Please provide any additional comments
{PleaseProvideAnyAdditionalComments}

{ end if }

{ if Title }

Title
{Title}

{ end if }

{ if Name.FirstAndLast }

Name
{Name}

{ end if }

{ if Phone }

Phone
{Phone}

{ end if }

{ if Email }

Email
{Email}

{ end if }

{Form.Introduction.PleaseSelectFromTheListOfJurisdictions.JurisdictionSelection} certifies that all information included in this form is true and accurate to the best of their knowledge.
{FormIntroductionPleaseSelectFromTheListOfJurisdictionsJurisdictionSelectionCertifiesThatAllInformationIncludedInThisFormIsTrueAndAccurateToTheBestOfTheirKnowledge}

{ end each }

{ end if }

		ELIGIBLE USE CATEGORY	<5 WORD DESCRIPTION	NAME OF ENTITY OR PART OF PROPOSAL				ERF-2-R PROPOSED BUDGET	LEVERAGED FISCAL SUPPORT	2 SENTENCE DESCRIPTION
Guidance and Intended Use	*This budget template may be slightly modified to meet local needs. If awarded funding, this budget, once approved, will serve as your community's official project budget. Any changes to this budget must be authorized through the change request process.* ***Principle** : Cal ICH should be able to navigate only your submitted budget and understand the general parameters of the proposal and how it may be funded.*	*Use dropdowns. See NOFA, III. A.*	*Enables Cal ICH to immediately understand the line item.*	*Enables Cal ICH to associate the line item with specific entities or parts of a proposal.*				*Only ERF-2-R Funds*	*Non ERF-2-R Funds That WILL be Used to Support this Proposal*	*Enables Cal ICH to better understand the line item, context, and / or other pertinent information related to the proposed line item.*
PERSONNEL COSTS					**SALARY**	**FTE**	**MONTHS**			
		Services Coordination	Program Manager (Public Health Professional III)	City of Long Beach Health and Human Services	83,220.46	1.00	12	83,220.46		Supervises Program; amount includes benefits.
		Interim Sheltering	Case Manager (Counselor II)	City of Long Beach Health and Human Services	122,573.99	1.00	12	245,147.98		Provide case management services to program participants within the NCS; amount includes benefits.
		Interim Sheltering	Case Manager (Counselor II)	City of Long Beach Health and Human Services	122,573.99	1.00	12	122,573.99		Provide case management services to program participants within the NCS; amount includes benefits.
		Street Outreach	Mobile Access Center (MAC) Staff	City of Long Beach Health and Human Services	36,772.20	4.00	12	163,150.52		4 FTE Case Managers and 1 FTE PHA ll reclassified staff are part of the Mobile Access Centers, that visit locations within the encampment 2.5 times a week.
		Street Outreach	Library Outreach (HE II)	City of Long Beach Health and Human Services	36,772.20	3.00	12	110,316.59		3 Outreach workers within the central library to provide supports for people experiencing homelessness that are within the library.
		Street Outreach	General Outreach (HE II)	City of Long Beach Health and Human Services	36,772.20	3.00	12	110,316.59		3 outreach workers spend 2.5 days per week within the encampment area zone providing screenings and linkages to resources
		Systems Support	Quality of Life Officer	City of Long Beach Police Department	144,563.20	0.26	12	36,914.17		Provide specific services to address the needs associated with persons living in encampments; amount includes benefits.
		Interim Sheltering	Program Manager	Contracted with a private consulatant	124,800.00	1.00	12	124,800.00		Provides project oversite and coordination to all service staff and vendors for our Non-Congregate Shelter
		Delivery of Permanent Housing	Intensive Case Management Services	Contracted with a nonprofit provider	96,000.00	3.00	24		576,000.00	
		Street Outreach	Multi-Disciplinary Team (REACH)	City of Long Beach Health and Human Services	132,000.00	1.50	12		198,000.00	One of LB's MDT teams (REACH) with a mental health and public health nurse and general outreach worker will provide increased engagement and supports in the encampment area 2.5 days per week.
		Systems Support	Library Mental Health Clinician (PHP III)	City of Long Beach Health and Human Services	152,000.00	0.50	12		76,000.00	Library mental health clinician's main focus will be homeless services and will provide crisis intervention and counseling to people within the library.
		Systems Support	Mobile Therapy Van	City of Long Beach Health and Human Services	132,000.00	1.00	24		264,000.00	The Mobile Therapy Van is a pilot through the Hilton Foundation and will provide in the field brief mental health counseling and Substance use counseling and can follow people in various settings that they may transition to.
		Systems Support	County Mobile Health Clinic	County of Los Angeles Department of Health Services			12		72,000.00	Twice a month co-location in the encampment zone with a physician and phsychiatrist to provide low barrier access to care. Additional nursing and support staff are with the vehicle as well.
		Systems Support	Homeless Services Program Officer	City of Long Beach Health and Human Services	190,000.00	0.10	24		38,000.00	Provides oversite and coordination to all service staff within the Long Beach Homeless Services Bureau that will be working on the project.
	Subtotal - Personnel Costs							**$ 996,440.30**	**$ 1,224,000.00**	

NON-PERSONNEL COSTS				UNIT	RATE	TIME			
	Interim Sheltering	Motel/Hotel (interim hsing)	To be Determined	60 Vouchers	125	365 Days	2,607,700.00		Hotel as form of NCS
	Interim Sheltering	Security (interim hsing)	GSSI	8736	28.04	365 Days	245,630.60		Security services for Hotel (1 guard; 24 hours/day services)
	Interim Sheltering	Meals (interim hsing)	Everytable	43800 Meals	6	365 Days	268,320.00		Meal services for 60 program participants at Hotel, plus delivery
	Rapid Rehousing	Salaries and Software equipment	City of Long Beach Health and Human Services	2 Staff	See Description	12 months	8,618.70		Cost to include: HMIS cost to operate the RRH Contract
	Rapid Rehousing	Rapid rehousing financial assistance to participants and operational costs	First To Serve	30 Slots	15,000	2 years	900,000.00		Rapid Rehousing services for program participants costs rental assistance, operational costs, and program indirect that will be administered through at contracted nonprofit
	Rapid Rehousing	Rapid rehousing financial assistance to participants and operational costs	First to Service Inc. and Interval House, and TBD	20 Slots	15,000	2 years		600,000.00	Additional rapid rehousing supports for people that will be matched to existing rapid rehousing contracts as well as additional contracting that the City is currently in the process of procuring.
		Rapid Rehousing Essential furnishings	City of Long Beach Health and Human Services				50,000.00		
				75 Slots	16,000	2 years		2,400,000.00	Rental subsidy being provide to 75 households through vouchers and other means. Average rental subsidy is an estimate and may vary slightly with implimentation
	Delivery of Permanent Housing	PSH Rental Subsidies	LB Housing Authority and through other subsidty sources						
			First to Serve, Illumination Foundation and City of Long Beach Health and Human Services	30 Slots	70	365 Days		766,500.00	20 additional beds matched through both congreagate and non-congregate shelter options through other grants including PHK and local funds.
	Interim Sheltering	Other Shelter Opportunties							
Subtotal - Non-Personnel Costs							**$ 4,080,269.30**	**$ 3,766,500.00**	
ADMINISTRATIVE COSTS									
	Administrative Costs	Office supplies and administrative cost	City of Long Beach				253,835.48	349,335.00	
Subtotal - Administrative Costs							**$ 253,835.48**	**$ 349,335.00**	
TOTAL BUDGET							**$ 5,330,545.08**	**$ 5,339,835.00**	